

# **Appendix D   Land Commission Awards and Royal/Land Patents—Downtown Honolulu**

## **LCA No. 19 to Naahu**

### **LCA No. 19 to Naahu, Transcription**

#### **No. 19, Naahu [wahine] & Punawai, claimants F.R. 39v1**

[Margin note: Presented 8 o'clock A.M. 15 April]

1 document & diagram entered in Native Register page 37

#### **N.R. 37-38v1**

No. 19, Naahu and Puniwai

The right of residence at this place, Kaoaopa, was begun when Papa arrived on the peleleu /large canoe/. We two returned to Hawaii with Kamehameha I /Keoua - illegible/.

Because of the Russian we returned to Oahu and we lived at this place. When Kamehameha I died Liholiho inherited the kingdom. This place was given to my kaikunane /translator's note: brother or male cousin of a female/ by Kamehameha II and when my kaikunane died it went to his wahine - at this time Kamehameha III was living.

In witness of the truth of this right I set my hand, and /also/ the representative of the deceased, on this 14th day of April, 1846.

NAAHU, PUNIWAI

Witnesses: Paku, Laakea

Sketch of lot at Kaowaopa\*. Dimensions are given.

\*Also spelled Kaoaopa (See sketch) [not in this document]

#### **F.T. 23v1**

Claim No. 19, Naahu & Puniwai, May 6, 1846

Kaalei, witness, sworn deposed, I am acquainted with the place claimed by claimants. it is included in a place called Kaowaopa. The time of building the fort we came down here from Haawaii [sic]; and Kapohina, the husband & father of claimants surrounded that place with a fence & built a house where theyhave lived down to the present moment.

At the present time Kealii & Keanui & Namauu have claimed rights there of late; but the whole is still in possession of claimants. There is however no reason to their claim; except Keavepoore, the sister of claimants' husband lived on the place under the said husband. When she died she pretended to give it to Kekauonohi. The claimants' husband & father at his death willed his

arable lands to Manuia with claimants for tenants, but willed the building spot & houses to claimants direct.

Kaulaloa, sworn deposed, that claimants have lived on the spot now claimed from the time the fort was built down to the present time. No other persons have any rights there as far as I know, except claimants. The place claimed by them is in Kaowaopa, the inland portion is surrounded with a fence; the seaside portion is not; it joins the yard of Namauu. Southeast it joins the yard Waihine Alii on northwest; it joins the sea and runs back to the premises of Maulu. The whole was surrounded by a fence in the lifetime of claimant's husband, the rights of Keawepoore were under claimant's husband, Keawepoore died shortly after the return of Boki from England.

See counter claim of Naahu, No. 7825  
Resumed in Cl. 835, page 32 of Testimony

**N.T. 40-42v1**

No. 19, The Property of Naahu and Puniwai, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, May 6, 1846

Kalei's sworn testimony as questioned by officers who quiet titles:

Question: Have you seen the house lot of Naahu?

Kalei: Yes.

Question: Where is it?

Kalei: It is in Kaoaopa.

Question: Is it fenced?

Kalei: Yes.

Question: How did they (two) get that property?

Kalei: By a Russian at the time of Kamehameha I. Naahu with Kapouhiwa her husband came to Oahu, after which we the subjects came also. They were living on that place and we lived together from then to this time with the lot enclosed properly.

Naahu: Two persons have objected to our property, Keliiahonui and Namauu.

Question: What is Keliiahonui's claim?

Naahu: His claim is Keawepoole through my husband (Kapouhiwa) for she is his sister. When she dies (she) will award to Kekauanohi. Keliiahonui is objecting that interest.

Question: What is Namauu's rights?

Naahu: We are the heirs and Manuia is our nephew who married Kaupena, Hamaau's siter and claim.

Land Officers: Did you hear Kapouhiwa, the husband of Naahu grant legally the house lot to her?

Kalei: Yes, it was a proper award of the house lot to Naahu.

Kaulaloa sworn and questioned:

Question: Have you seen the house lot of Naahu ma?

Kaulaloa: Yes, I have seen (it) because they (two) are above us.

Question: Who first built the fence?

Kaulaloa: There was no fence-at that time. These people were the only ones who had rights there.

Question: In what land is their property?

Kaulaloa: At Kawaopa.

Question: Do you know the length and the breadth of the lot?

Kaulaloa: Yes, I know where it is enclosed with fence and where it is not (fenced).

Question: And is this your lot over here?

Kaulaloa: (It is) for Wahinealii and the side toward the sea (also).

Question: And for whom is the place mauka?

Kaulaloa: For Malulu (toward the mountain).

Question: And for whom is the lot on that side of Waikiki?

Kaulaloa: For Namauu.

Question: Was it fenced since that time?

Kaulaloa: Yes, Keaweluaole (fenced it).

Question: How is Keawepooole living? (What rights)

Kaulaloa: She resides because of the brother Kapouhiwa.

Question: When did Keawepooole die?

Kaulaloa: Right after Poki went to Tahiti.

Work postponed and will be resumed when Namauu will testify of their rights.

### **N.T. 103v2**

No. 19 Naahu, June 16, 1848

Kuukuu, sworn and stated, I have seen Naahu's property which Keaweluaole has now. He is a brother to Naahu. Keaweluaole and Puniwai were tenants and together we lived under Naahu. I have not heard that Naahu had given the property to Keaweluaole, (but) I did hear Keaweluaole's bequest in that his lands from Hawaii to Kauai are for Kealakai under the chief, with Puniwai as caretaker of the houses and horses, while the chests are for Puniwai and the houses and property are for Naahu.

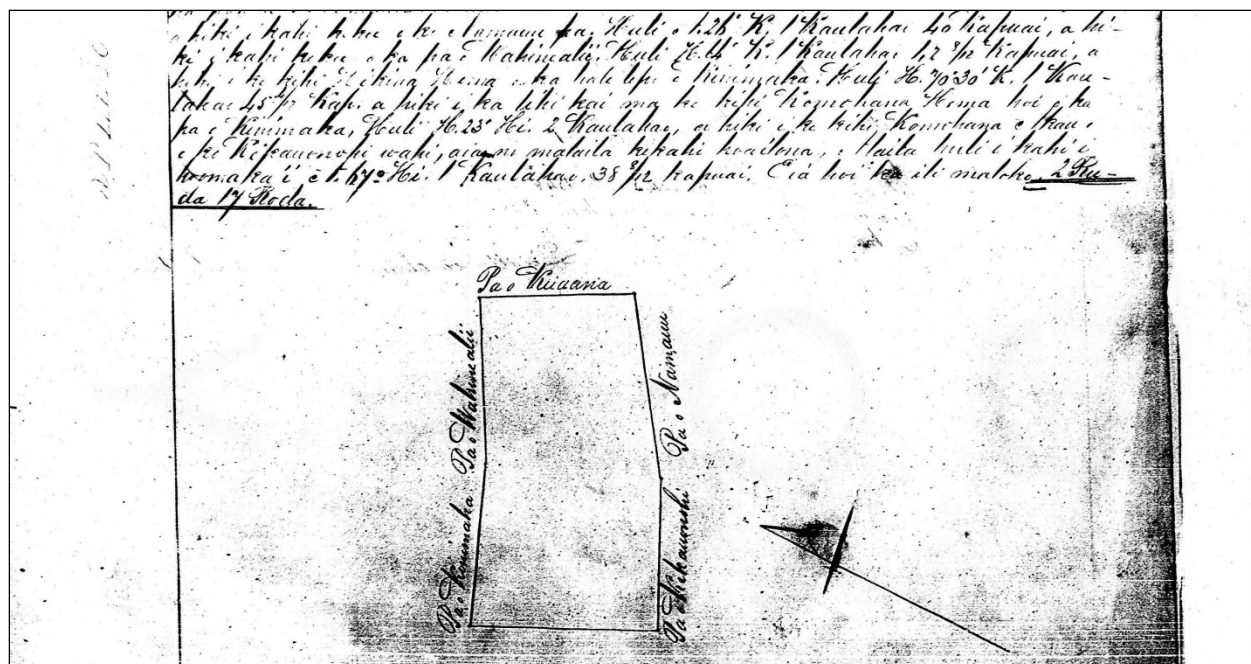
Puniwai, upon her death, had bequested personal property to Naahu because Paao was not there. They have had a quarrel and he had gone away. After this was done and we had returned with Naahu, Puniwai died. Paao was summoned and when he arrived, Puniwai had already died. This was in the year 1840.

See Paao's objections, page 102

[Award 19; R.P. 4450; Queen St. (Kaoaopa) Honolulu Kona; 1 ap.; .6 Ac.; See also 835 to Paao, not awarded]

## LCA No. 19 to Naahu, Award

[illegible]



**R. P. No. 4450, LCA No. 19 to Naahu**

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HELU 4450

**PALAPALA SILA NUI.**

A KE ALII, MANULI O KA OLELO A KA POE HOONA KULEANA.

No ka mea, ua hoolohia na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ke  
*Nakahu*                      *Kuleana Hele 19*  
ma ko ano Kuleana Nai malalo o ke Ano Alodio iloko o kahi i oleloia malalo, a no ka mea  
*Ua haawi mai ia iloko o ka waikama o ke o P. i ma dala*  
*ke Kanakotu (36)*

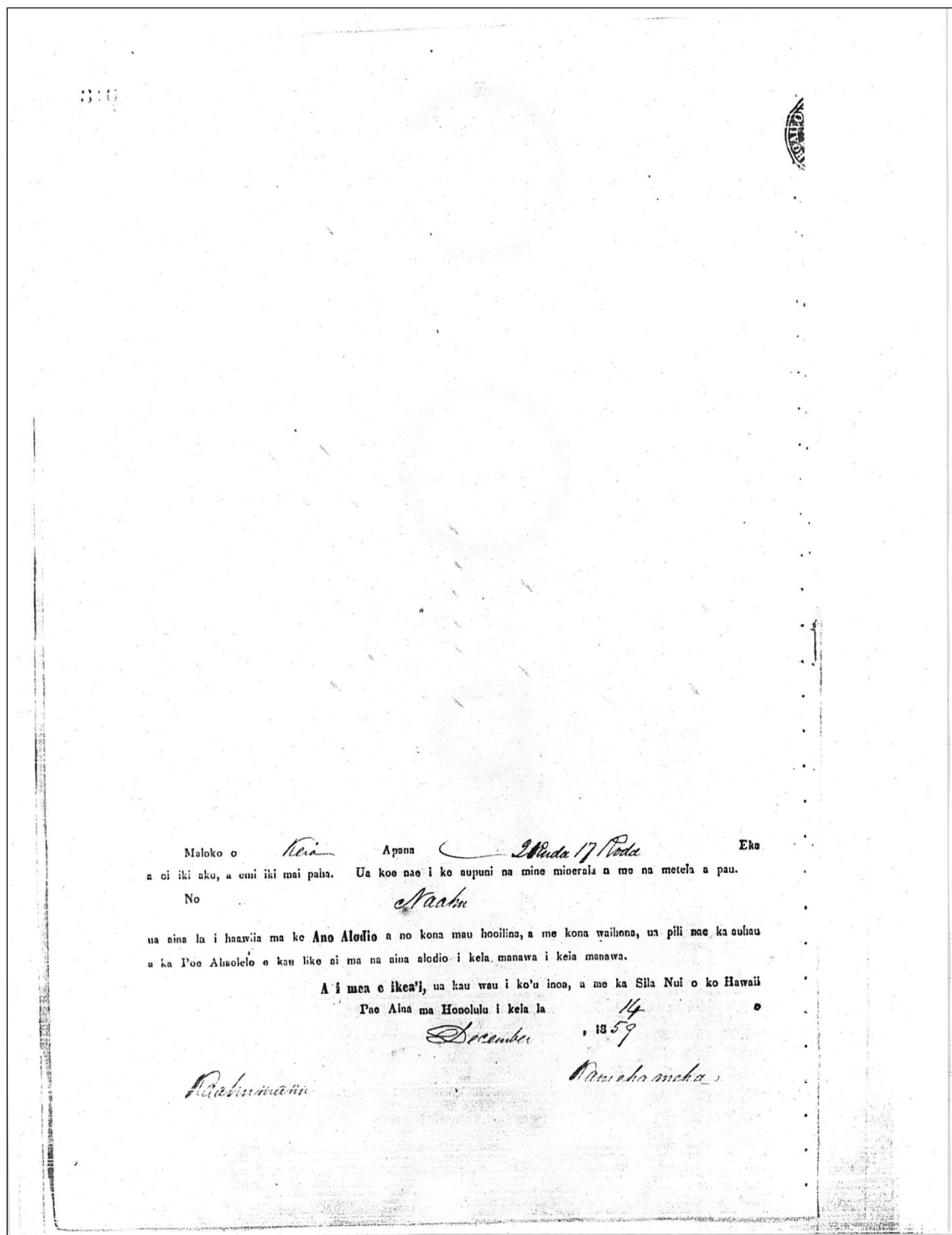
Notaila, ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV, ke Alii nui a ke Akan i kona  
lokomaikai i hooneho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona iho a no kona mau  
hope Alii ua hoolilo, a ua haawi aku oia ma ke Ano Alodio ia     *Nakahu*

i kela wahi a pau loa ma     *Kawaofo*     *Houolulu*  
ma ka mokupuni o     *Oahu*     ; penei na mokuna,

*Pahale - E Komaka ana ma ke kahi Kom. No. o ka Pahale -*  
*a Namau - a (mai alua ka aoao (mu) -*

<i>Mam</i>	<i>58.30</i>	<i>Kib.</i>	<i>1</i>	<i>Raul</i>	<i>60</i>	<i>Kep.</i>	<i>kiki. Kahi Kake o ko Namau pa</i>
"	<i>26</i>	<i>Kom.</i>	<i>1</i>	"	<i>40</i>	"	" " <i>Wahinealii</i>
<i>Hema</i>	<i>64</i>	"	<i>1</i>	"	<i>42 1/2</i>	"	<i>i ka kahi Kib. Kom. o ka Kibele o Kikumaka</i>
"	<i>70.30</i>	"	<i>1</i>	"	<i>45 1/2</i>	"	<i>i ka kahi Kibi' matetaki kom. Namau o Kapa.</i>
"	<i>23</i>	<i>Kib.</i>	<i>2</i>	"	"	"	<i>i ka kahi Kom. No. o ko Kahanooki wahi aia oia</i>
<i>Akani</i>	<i>67</i>	"	<i>1</i>	"	<i>38 1/2</i>	<i>Kep.</i>	<i>Matetaki Kapani Kaganaka alaia buki i kahi i Komaka.</i>

*Soto 2 Ruda 17 Rida*



## **LCA No. 22 to G. Kauwaina**

### **LCA No. 22 to G. Kauwaina, Transcription**

#### **No. 22, G. Kauwaina**

#### **F.R. 39v1**

[Margin note: Presented 1/4 of 11 o'clock A.M. 15 April]

1 document entered in Native Register page 40.

#### **N.R. 40v1**

No. 22 G. Kauwaina, Weloula, Petition, Kapuukolo, Honolulu Oahu, April 8, 1846

To the Land Commissioners: I hereby testify as to my rights in the lot, from when my makuakane lived there till now /when/ I, his keiki /have it/.

My makuas lived in the time of Kamehameha /I/. Kuihelani was here in Honolulu. Then, the people lived under the authority of Kuihelani. This lot of mine was from my makuas until their death, and I was their heir. Therefore, I take an edge of my place to convey to Weloula and an edge to convey to Napahi. In the sketch below is shown what is conveyed and what remains. The numbers are explanatory. Place conveyed to Weloula, 1-2-3-4. Place conveyed to Napahi, 5-6-7-8. Remainder to me, 9-10-11-12.

This is the description by the petitioner G. Kauwaina

#### **N.R. 82-83v1**

No. 22, L. Paahana & Kapau, See 22 G. Kauwaina, Puukolo, April 279 1846

Greetings to the Land Commissioners - the ones who rectify troubles and entanglements: I am petitioning you for the place which Kauwaina has asked for. Before you award to Kauwaina, wait, and award a certain side to me. We are the true heirs of Napahi.

Farewell,

L. PAAHANA, KAPAU

#### **F.T. 30v1**

Claim No. 22, G. Kauwaina, June 10, No. 66, Napahi

Umi, witness, sworn deposed, She knows claimant has resided from his childhood in the place where he now lives. His father occupied the place in the time of Kamehameha 1st. It was not surrounded by a fence till a long time after. No person has interfered [sic] with this residence there that I am aware of.

Kane, sworn deposed, he knows claimant lived at the place which he claims at the time Rihoriho arrived at this Island. There was no fence around it, except a little stick fence to keep the pigs

out. He does not know when the present fence was built. This is all witness knows.

Kamahihi, sworn deposed, since Lord Paulet was here a difficulty arose between Napahi & Kauwaina in consequence of some women in Kawaina's yard bringing in some foreigners; therefore, Napahi wished to have a fence built between the two yards; and he wished to have the fence run according to a former agreement.

Makaloa, sworn deposed, the first knowledge I have of the premises of Kauwaina & Napahi was while Kinau was living. Witness was acquainted with the fact that there was a difficulty between Napahi & those living in the next yard. Those living there were Rum drinkers, and he wished to drive them away. In consequence of that, Kinau & Kekuanaoa decided there should be a fence run between. The fence was commenced where Napahi now wished it to run, but it was not finished.

From the testimony taken June 16, but not rendered in English.

**N.T. 46-47v1**

No. 22 - The property of G. Kauwaina

Kauanui sworn and questioned by the commissioners:

Question: Have you seen his property?

Kauanui: Yes.

Question: Is it fenced?

Kauanui: Yes.

Question: What is the name of that place?

Kauanui: Kapuukolo.

Question: Does it all belong to Kauwaina?

Kauanui: No, there are many other lots.

Question: Has anyone objected to his (Kauwaina) property?

Kauanui: Yes.

Question: Who has objected?

Kauanui: Napahi ma (plural)

Question: When was it enclosed with fence?

Kauanui: At the present time, and he did it.

Question: After it was enclosed, what happened?

Kauanui: Napahi crowded into Kauwaina's boundary until Kauwaina is at the tip of his property.

This work for G. Kauwaina (plural) was postponed to the 27th day of May because Napahi who objected was absent.

**N.T. 50v1**

No. 22, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, May 27, 1846

As was scheduled on May 13th, work on the property of Kauwaina and Napahi was started; however, the witnesses were not aware of this; therefore it is again postponed to June 4th, on which day work will again be resumed

**N.T. 51v1**

Kauwaina No. 22 is postponed to June 4th.

**N.T. 51v1**

Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, June 3, 1846

Work on the claim of J. Dudoit is postponed to the 9th day of June, which is a Tuesday.

Kalama No. 14 is postponed to June 9th, which is a Tuesday

Keaniani No. 28 is postponed to June 9th, which is a Tuesday.

G. Kauwaina is postponed to June 10th. The land officers had forgotten about it and did not come (here). Pages 53 [sic] & 54

**N.T. 54-56v1**

No. 22, G. Kauwaina

Umiokalani sworn and questioned:

Question: Have you seen Kauwaina's property?

Umiokalani: Yes, I have seen (it) and he has lived there since infancy to this time.

Question: From whom is his property?

Umiokalani: From his parents at the time of Kamehameha I.

Question: Is it enclosed with a fence?

Umiokalani: Only recently it has been enclosed.

Question: When?

Umiokalani: I do not know.

Question: Has anyone objected to his living on that property?

Umiokalani: I do not know.

Question: Did you know Napahi had objected about him?

Umiokalani: I did not know, only recently I heard about it.

Kane's sworn testimony: Here is what I shall report to you. I know Kauwaina was there and that it was from his parents. When King Liholiho returned to Oahu that place became crowded with his servants, we all went mauka and that is the end of what I know.

Question: Is the place enclosed?

Witnesses of Napahi, Kamahiai's sworn testimony:

Question: When was the first time Napahi went to get Kauwaiana's place?

Kamahiai: There is only one thing I know about recently as a reason for the taking (of the land).

There was among us a certain woman who was full of fun and was doing evil at Napahi's place.

When Napahi heard of this, he ordered that woman be put out because he disliked the activities there. She was ordered to leave and she went to live with G. Kauwaina. Later a haole came looking for his wife and he broke the door of Napahi's house. This is the reason it was thought to separate the properties of Kauwaina and Napahi.

Question: When was that (time)?

Kamahiahi: That was the time after Lord George Paulet.

Question: Were you an eye witness at the time of granting by Kinau?

Kamahiahi: I am not an eye witness. They (these people) were the only ones.

Makaloa sworn:

Question: When was a fence put up between their (two) properties?

Makaloa: During Kinau's life time, that is the first I had known.

Question: What did you know at that time?

Makaloa: Napahi is a cousin and Weloula was a man who did bad things. He was full of evil doings that we felt that he should be expelled or we would leave and let him have the place. When Napahi came down here to the fort and M. Kekuanaoa advised that the property be divided between Napahi and Weloula. Napahi asked M. Kekuanaoa to find "this man of yours" a place and be separated. M. Kekuanaoa thought it would be better to enclose each lot equally and Napahi agreed to do this. When this began to be started Weloula came to apologize to Napahi and the property was left as is to this time.

June 16 was agreed upon as the date M. Kekuanaoa will be a witness for the property of Napahi and which would be the last of the testimonies. The final approval will be by the board of land titles when the proper time comes.

Page 59 & 60 [sic]

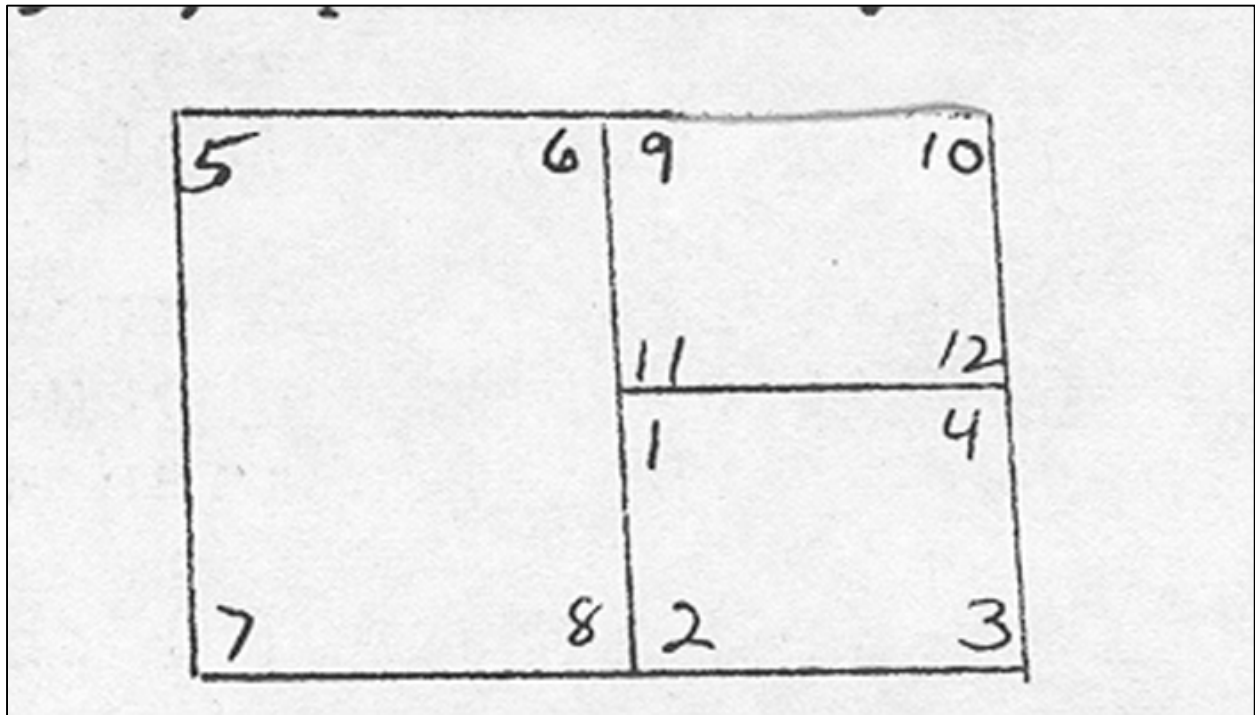
#### **N.T. 59v1**

No. 22, G. Kauwaina, Claim of Napahi No. 66, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, June 16, 1846

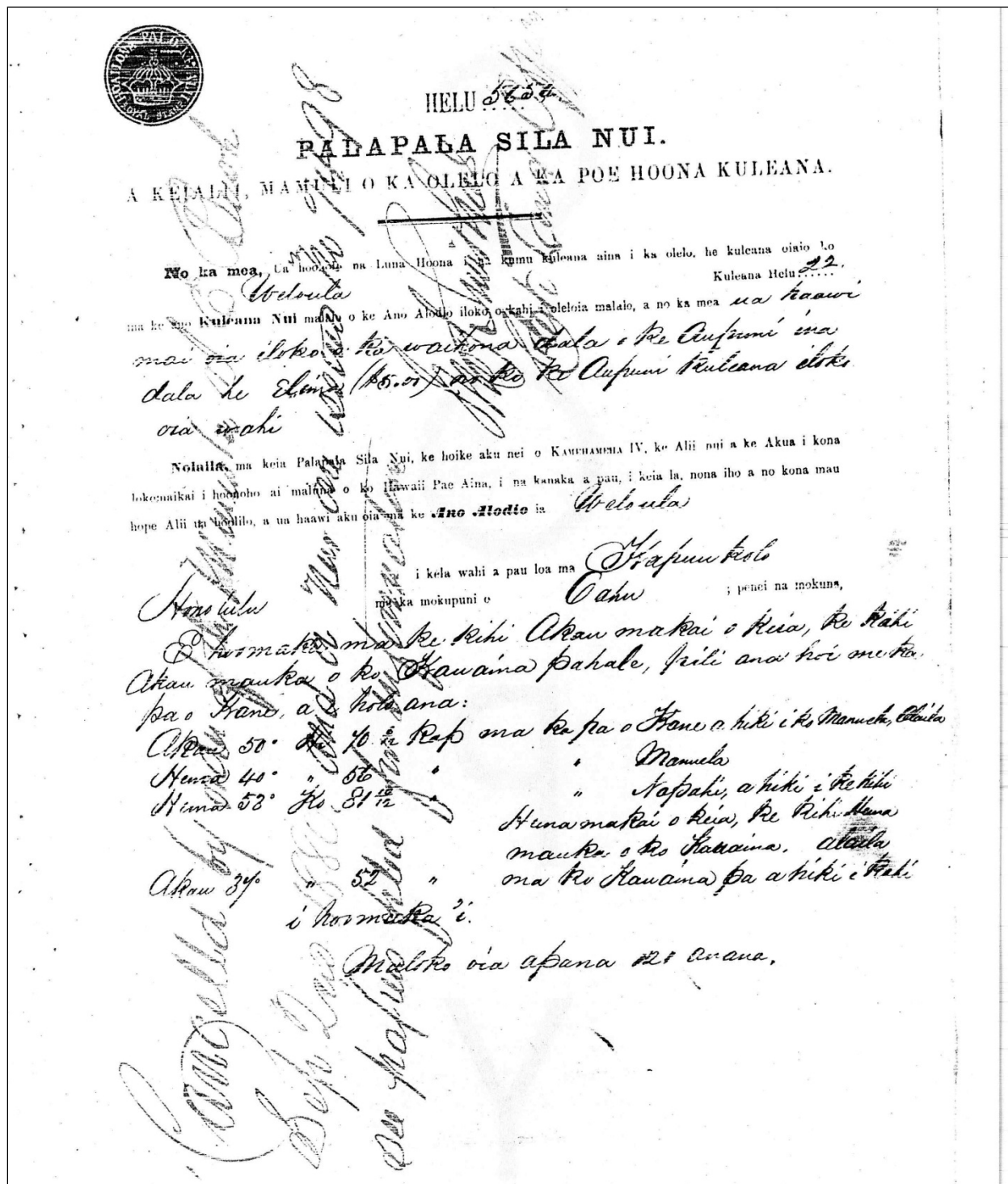
Governor M. Kekuanaoa's sworn testimony:

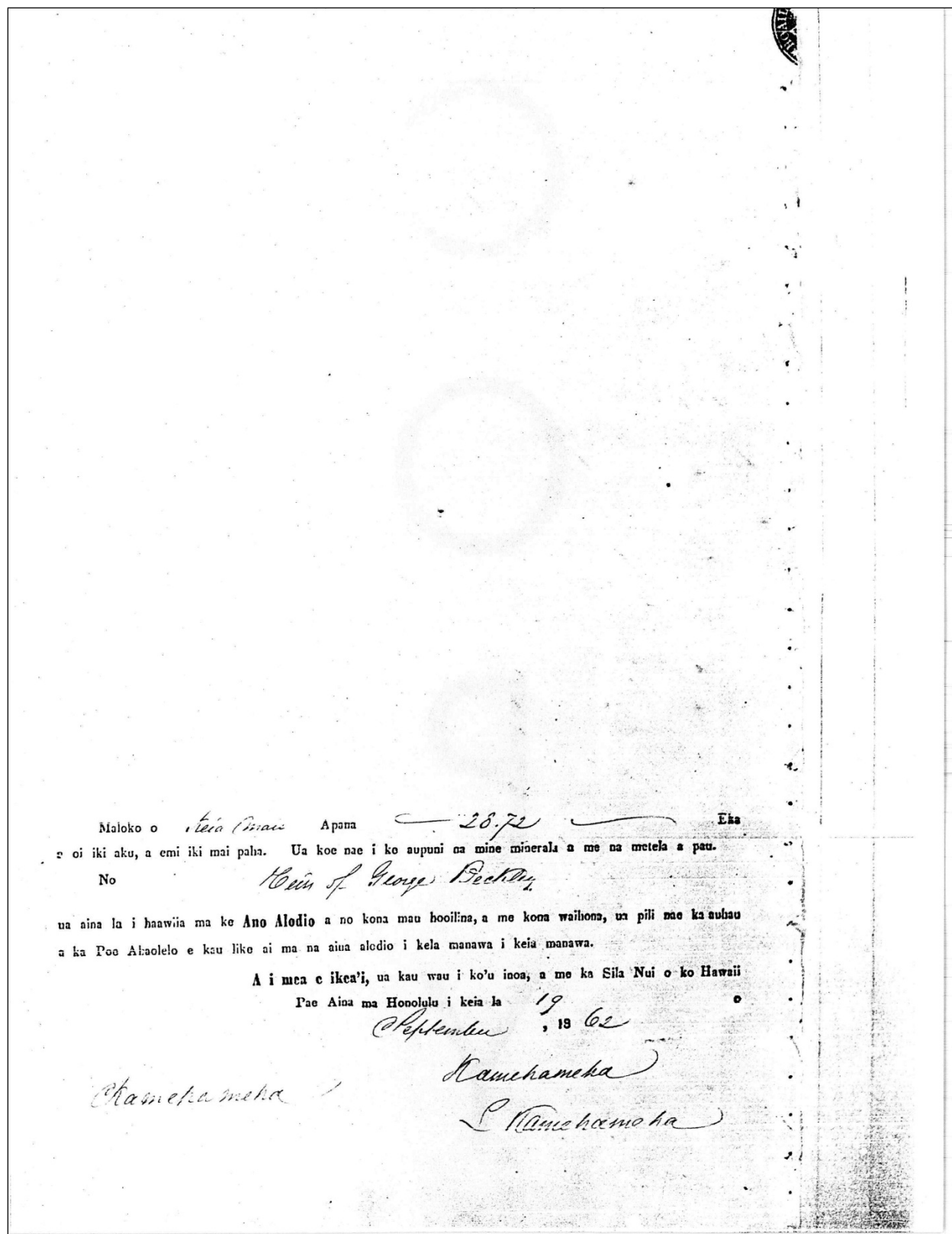
J. Napahi came and told me about his problem with Weloula. He related about Weloula's liquor drinking and prostitution. Weloula was summoned, at which time the complaint was explained to him and a favorable proposal was presented to him. I advised him to separate the property between the two of them and Napahi is still living on the lot just as I had divided (it) but for Kauwaina, I do not know about him.

[Award 22; R.P. 7498; Kapuukolo Honolulu Kona; 1 ap.; .2 Ac.; Weloula for Heirs; R.P. 5454 duplicate cancelled; See also Award 66 for Napahi]



**R. P. No. 5654 (Cancelled), LCA No. 22 to Weloula for heirs**





**R. P. No. 7498, LCA No. 22 to Weloula for heirs**



HELU *5806*

PALAPALA SILA NUI.

A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

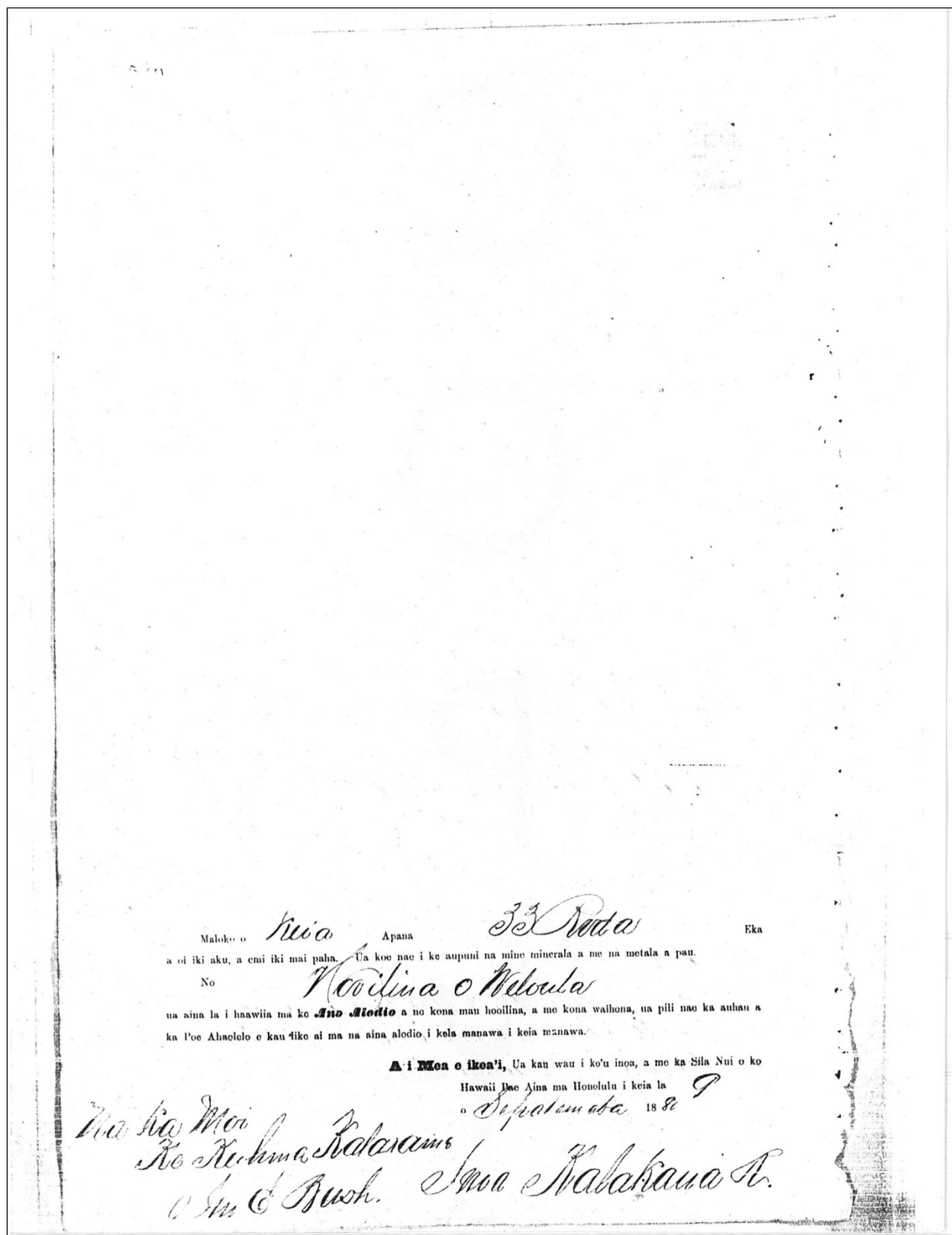
No ka mea, 'Aa hoolohoe ma Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko  
 'u' ana Helu

ua naawi mai oia iloko o ka waihana dala  
o ke Aupuni i na dala ke umi no ke ke  
Aupuni Kuleana iloko oia wahi  
Kuleana

**Nolula**, ma keia Palapala Sila Nui, ke hoike aku nei o <sup>*Nolulaka*</sup> ~~Kapemoku~~ <sup>W.</sup> ke Alii nui a ke Akua i kona  
lekoukai i hooneho ai maluna o ke Hawaii Pao Aina, i na kanaka a pau, i keia la, nounu iho a no kona mau  
hepe Alii ua hoolilo, a ua haawi aku eia ma ke <sup>*Ano*</sup> ~~Ano~~ <sup>*Modio*</sup> ~~Modio~~ la

hope Ali ua hoolilo, a ua haawi aku oia ma ke *Ano Aiole* ia  
*Keokuna o Meloula*  
 i kela wahi a pau loa ma  
*Keokuna o Meloula* *Oahu* ; penei na mokuna,  
 ma ka mokupuni o

E hoomaka ana ma ke lihi kai ma ke kiki Kani  
 Okau hui o ka Pahale o Napahi, a moe aku ka aao  
 mua i ka A. 60° W. a moe aku i 50 kaph. a kiki hui i kahi  
 amakoo o ka Napahi pa ma ka aao Kono hui o kahi pihale  
 huli i ka A. 53° W. a moe aku i kaul 5 kaph 4 imha a kiki  
 i ke kiki Kani Okau o ka Napahi pahale, huli i ka Okau  
 40° W. a moe aku i 50 kaph. a kiki i ke kiki Konomohana Okau  
 o ka pahale o Mamala huli i ka W. 50° S. a moe aku i kaul  
 23 kaph 4 imha a kiki i kahi amakoo o ka pa o Kono  
 huli i ka W. 57° S. a moe aku i kaul 5 kaph 4 imha  
 a kiki i ka lihi kai, o pili ana i ka Kani pa alaila  
 huli i kahi i hoomakai i ka W. 23° E. a moe aku  
 54 kaphui, Oia hui ka ili molohe 33 Roda



## **LCA No. 23 to Oliver Smith**

### **LCA No. 23 to Oliver Smith, Transcription**

**No. 23, Oliver O. Smith, Claimant**  
**F.R. 39v1**

[Margin note: Presented 9 o'clock A.M. 18 April]

1 document entered in Native Register page 41

#### **N.R. 41-42v1**

No. 23 Oliver O. Smith

Petition for rights at Hale Kauwila to the Land Commissioners:

My right to the house lot where I am living was given me by the King, as I was his subject. This lot is in Honolulu at a place called Kaholoakeahole, along the road which begins at the sea, along the lot of Namakeha, along the sea on one side, and along the trail to the Fort on one side.

G. P. Judd is the witness of my getting this, the one who gave It at the King's command.

I am petitioning in order not to lose my right which I would do if I did not petition within two years.

I am, your servant

OLIVER O. SMITH

Honolulu, April 9, 1846

#### **F.T. 49-50v1**

Claim No. 23, Oliver O. Smith

Doctor Judd, sworn, presented a document connected with [missing] after stating that the land is government land.

Copy of the document presented by Dr. Judd.

Honolulu, 10 Autust 1844

By this writing G.P. Judd agrees to allow Oliver Smith to place a house upon a piece of land now enclosed by William Pitt and on the side of the road and near the enclosure of Kealo [missing].

Oliver Smith likewise agrees to remove said house and vacate the premises whenever called on; within one week after notice given him by a proper person.

Signed, J.P. Judd, for the Treasury Board

Signed, Oliver Smith

[Award 23; no R.P.; Richards St. Honolulu Kona; 1 ap.; .16 Ac.(R.P. 5652 crossed out, said given to His Majesty 1871)]

## LCA No. 23 to Oliver Smith, Award

96

Claim No. 23. Oliver Smith.

This claim is confessedly one of difference from the Government; as appears from an agreement between the Hawaiian Treasury Board and the Claimant, dated 10<sup>th</sup> of August 1844. The Claimant has no other rights in the land than such as the Minister of the Interior may accord to him. There is no dispute or contest in the matter. Some new voucher is however recommended to be given to the claimant; in order that this land may assume its place among the transactions of the Interior Department pursuant to the present laws.

We confirm this land to his Highness the Minister of the Interior, for the use of the Hawaiian Government.

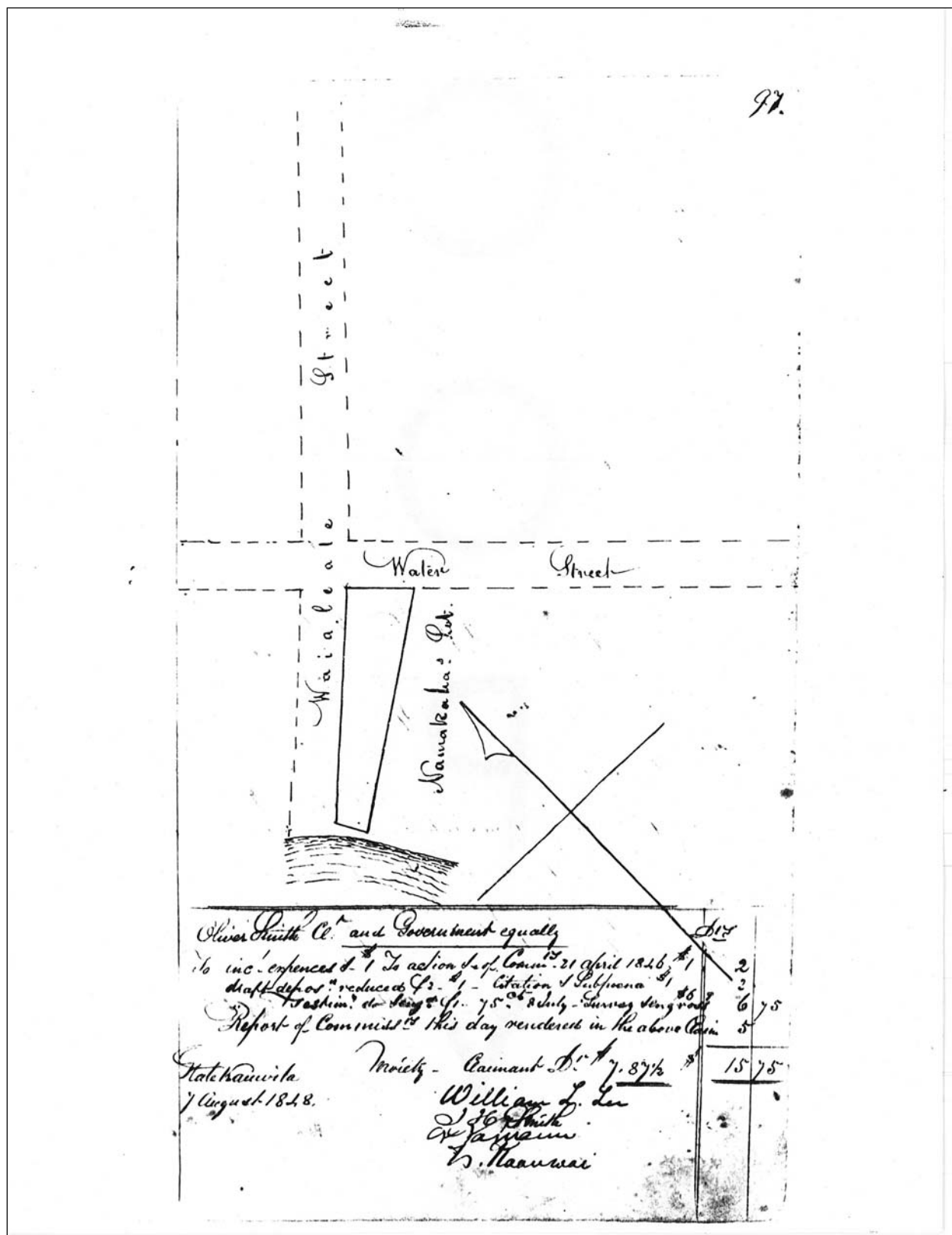
Boundaries as defined by Survey:—of Theophilus Metcalf. 2<sup>d</sup> August 1847.

Notes of Survey of Oliver Smith's house lot in Kaho-lakekolu, Honolulu.

Commencing at North Corner of this lot at intersection of Water and Waialeale Streets, and running South  $46^{\circ}30'$  West 2 Chains  $53\frac{1}{2}$  feet along Waialeale Street to West corner of this lot 7 feet above high water mark. Thence South  $33^{\circ}$  East  $24\frac{1}{2}$  feet along near Sea to Namakaha's house lot. Thence North  $52^{\circ}$  East 2 Chains  $63\frac{1}{2}$  feet along boundary line between this & Namakaha's lot to Water Street. Thence North  $48^{\circ}$  West  $47\frac{1}{2}$  feet along water street to place of Commencement, taking all walls except on the side of Namakaha's, and including an acre of

Sathoms 192. Feet 14.

159/1100



**R.P. No. 5652 (Cancelled), LCA 23 to Oliver Smith;  
property given to His Majesty 1871**



HELU ~~Ms. 2.~~

PALAPALA SILA NUI.

A KEALILI, MANULI O KA OLELO KA POE HOONA KULEANA.

No ka mea, 'A hahelo na Laka Hoonā i na kumu hahelā aia i ka olelo, he kuleana oiaio ko  
*Oleiver Smith* *Alvin 1/2* ~~Kulana~~ Helu. 23.  
 ma ka ano Kuleana Nui malalo o ke Ano Alodio iloko o kahi hahelā malalo, a no ka mea *He said*  
 11

Oliver Smith has paid into the Government Treasury the sum of Twenty dollars (\$20.00) as Commutation on said land. (one half belonging to him and the other half for Govt.)

Noialia, ma keia Palapala Sila Nui, ke hoike aku nei o KAMAHAMANA i ke Alii nui a ke Akua i kona  
 kokomakai i hoonoho ai malua o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona Ihu a na kupa mau  
 hepe Alii na hoolilo a na haawi aku oia ma ke *mo. Hode* in *John H. Smith.*

*The names of Walter & Waiatohetahi*

Commencing at N. corner of this lot at intersection  
of Water and Colville Streets and running

of water and calculate therefrom  
 S. 46° 30' W. 2 fms 32 feet along Rainwater St. to W. corner of this  
 lot above highwater mark. Thence

S. 33° E. Dulse  
High water mark.  
near Sea to Namakahi Cot. Thinner

N. 54° 00' " 2 68 1/2 "

At 118° 00' W. Near Pt. Barrow. 4 1/2 " ~~Water~~ struck to place of convenience

ment. Taken ~~from~~ <sup>from</sup> ~~the~~ <sup>the</sup> walls ~~except~~ <sup>except</sup> ~~at~~ <sup>at</sup> the side of ~~Siama Kaka's~~ <sup>Siama Kaka's</sup>

And extending an area of 14 fathoms 14.  
And for floor Smith 96 fathoms 7. fms

And for Henry Smith 40

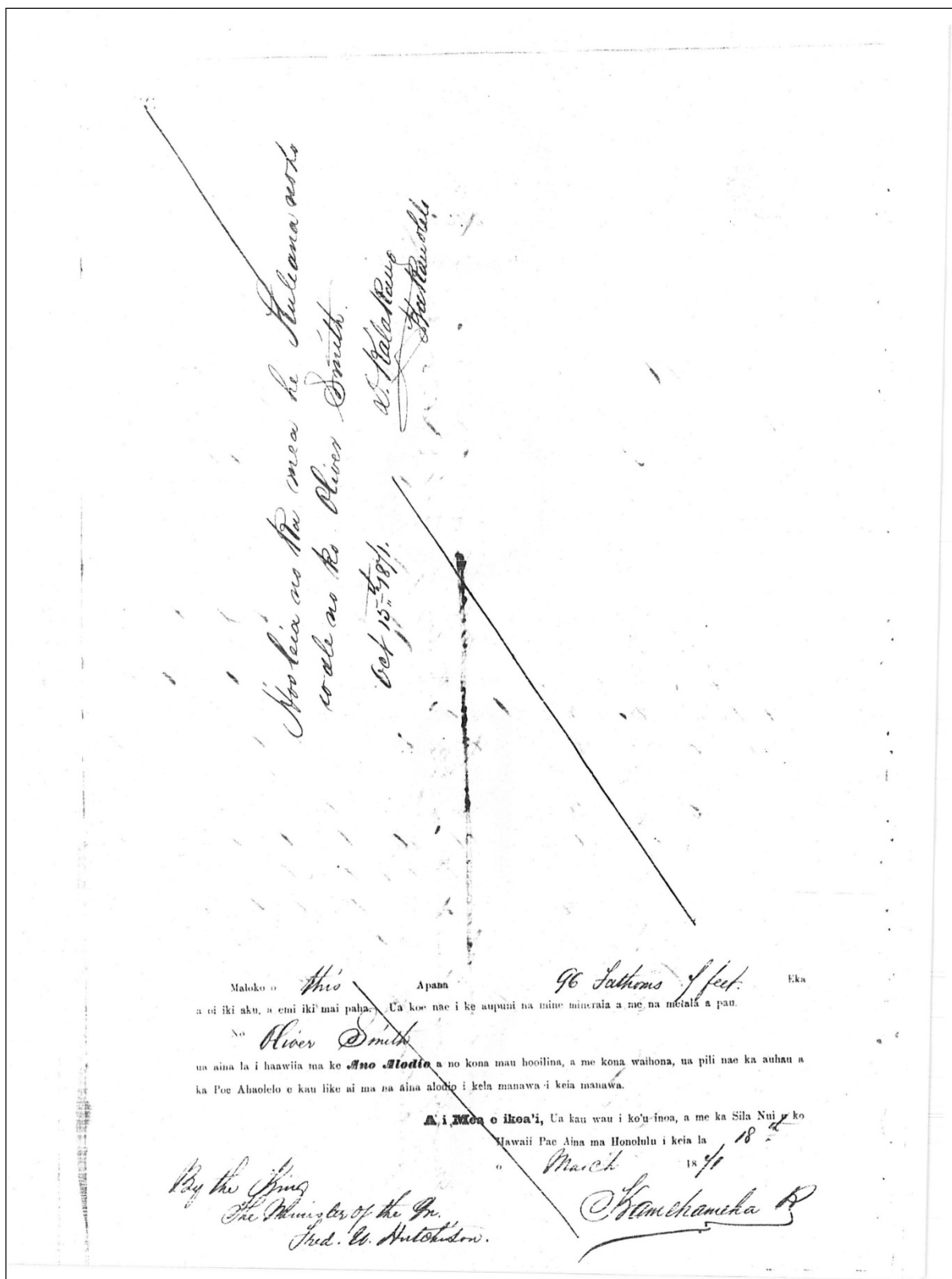
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## **LCA No. 30 to Kahoowaha**

### **LCA No. 30 to Kahoowaha, Transcription**

#### **No. 30, Kahoowaha**

#### **F.R. 43v1**

[Margin note: Presented 2 o'clock P.M. 24th April]

1 document entered in Native Register, Page 46

#### **N.R. 46-47v1**

No.30, Kahoowaha, Puukolo, April 20, 1846

To the Land Commissioners: This is a description of the place where my parents lived, Kapuukolo. From the time of Kamehameha I and the battle of Nuuanu my parents lived there and then Kuihelani came. When they died I was their heir to their house site of Kapuukolo. This is my place which I petition for an edge of my place to be returned. A place thirty (sic) five wide (sic) was taken. This was taken by the strangers at Kapuukolo. Although I forbade them to do such a bad thing, their slippery actions resulted in their houses being in the wrong place, from that time to this. Therefore I explain it to you who remove the troubles of the government, so this trouble can be ended.

KAHOOWAHA

#### **F.T. 34-35v1**

Claim No. 30, Kahooaahaa, June 16 [1846]

Paahana, witness, sworn, deposed, the claimant's yard at Puukole is surrounded by a fence built by his father. Mere small fences surround the house. At the time of Kuihelani I know that his father lived in that place; claimant was the sole heir of his father; who died before Kamehameha I. Claimant's aunts also lived in the same yard - of whom are dead. Claimant's father was a fisherman, and others lived there as assistants. There are six houses in the yard, separated by little fence.

Kaihu, witness, sworn deposed, the place which claimant occupies belonged to Kukulauipo, claimant's father. Claimant with his sister are the only heirs. The parents did not occupy it long, but died early and it fell to the claimants (Note: witnessed [sic] described boundaries the whole is now surrounded with a fence, but now by the new road, the yard is cut in two. There are numerous houses and many people in the same yard with claimant; different occupants united in building the fences; the whole place has belonged to claimant from the time of his father down.

Kaiahakake, witness, sworn deposed, there are six houses in claimant's yard. The houses are his in virtue of his owning the land. Witness is Aunt of claimant. She has lived in the same yard from her childhood. We joined together in building the houses, but the land belonged to

claimant. There is a small fence running through the yard, making a general division of the righteous and the wicked. They have no rights there except under the claimant. I and all the rest of us are tenants of his.

Resumed page 46

**F.T. 46v1**

Claim No. 30, Kahoraha, continued from page 35

Kinopu, sworn deposed, my grandfather for[illegible] on the disputed place the time the fort was built. My grandfather died about 1823. He willed the place to his [illegible]rumanu, extending from the houses to the beach. My grandfather was buried there. My father lived there till his death, and when he died, willed it to his brother. My father was also buried there. My brother still owns it. He has committed the place to me, while he lives on the place [illegible] himself. That is all I know on the subject.

Halawa, sworn deposed, that he knows a woman. She died, and when she died she willed the property to claimant's mother, and claimant now lives there. The woman that died received the land from Kukalanipo, that is all I know.

See counter claim of Kou No. 57.

**N.T. 51v1**

Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, June 9th, 1846

It was approved on this date that the commissioners will pay J. H. Smith a salary of \$450.00 for the year and a payment of the house of \$108.00, totaling \$558.00 as his salary.

It was approved that Kapae will be the officer to receive testimonies on Kailua, Hawaii and P. Kanoa on Kauai.

Kalama, No. 14 was postponed to 16th day.  
Kahoowaka, No. 30 to the 16th day. Page 61  
Keaniani. No. 28 to the 16th day. Page 59

**N.T. 61-62v1**

No. 30, Kahoowahe, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, June 16, 1846

Paahana sworn:

Question: Is Kahoowaha's property enclosed with fence?

Paahana: Yes, it was fenced a long time ago.

Question: Who fenced it?

Paahana: His parents did (it).

Question: Where is his property?

Paahana: It is at Kapuukolo.

Question: How did Kahoowaha get that property?

Paahana: At the time when it was for Kuihelani, I saw some lots with small enclosures by the door of the houses.

Question: Who enclosed the present big fence?

Paahana: His parents did (it).

Question: Is there any other heir, is Kahoowaha the only one?

Paahana: Yes, he is the only one.

Question: When did Kahoowaha's father die?

Paahana: At the time of Kamehameha I,

Question: What people live there?

Paahana: His friends (are living there).

Question: How many of Kahoowaha (plural) live there now?

Paahana: There are very many (of them).

Question: How many houses are there?

Paahana: Six.

Question: Who built the houses?

Paahana: His parents by generations.

Kaehu sworn:

Question: What is the reason his property was acquired by Kahoowaha?

Kaehu: Through his father Kukalanipo.

Question: Is Kahoowaha the heir?

Kaehu: Yes.

Question: (Is there) no other heir?

Kaehu: An heir, the sister.

Question: Is it enclosed?

Kaehu: No, it is enclosed separately.

The testimony of Kaiahakakeke

Question: How many houses are there on Kahoowaha's property.

Kaehu: Six.

Question: For whom are those houses?

Kaehu: For us the relatives.

Question: What are you (relation)?

Kaehu: I am an aunt of Kahoowaha; Kukalanipo is his father; I am Kukalanipo's sister.

Question: Have you always lived there?

Kaehu: Yes.

Question: Are the houses separated by partitions?

Kaehu: Yes, they were, some were done properly and others were inaccurately, therefore there is one separating division.

Question: Did they live under Kahoowaha?

Kaehu: Yes.

See page 78

**N.T. 78-79v1**

No. 30, Kahoowaha, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, Honolulu, June 30, 1846

Kinopu sworn and testified:

The fort of Kalaimoku was being built while I was in Ewa and when I returned my grandfather was residing at Kapuukolo as a fisherman.

In the year 1823 when Liholiho went to Britain, Kaikioahu my grand-father died. He bequeathed to his son Kahulumanu the village, to the pukuikolo (collection of gods, things?)

Question: Where is the village?

Answer: It is in Kapuukolo. It had no fence at that time, and when my father died, he willed the village and the pukuikolo to my oldest brother. My grandfather was buried there; my brother settled me on a house site and he returned to the property. That is the end of what I had known. I did not know about Kahoowaha's interest.

Halawa's sworn testimony:

Question: What do you know about Kahoowaha's land?

Halawa: A woman of this person's mother, when she died she willed the houselot to the one after her (the person replacing her in position) and I was her subject.

Question: Is that Kahoowaha's property?

Halawa: Yes.

Question: Who gave (him) the property?

Halawa: Kukalanipo, his father.

Question: Is this all you know?

Halawa: Yes.

The Napahi and the Kekualaula claim is postponed to the 6th day of July, due to a problem by the land officers.

See Kinopu's objection, page 356 of Book II of the testimonies.

See continued page 214, Volume 10

**N.T. 70v1**

Kahoowaha's work is postponed to the 30th day of June which is a Tuesday.

**N.T. 214-215v10**

No. 30, Kahoowaha (see page 61, Vol. 1), vs. Keo Bolabola

Makaioulu, sworn, I was a native during the time of Kamehameha I, my wife was from this land

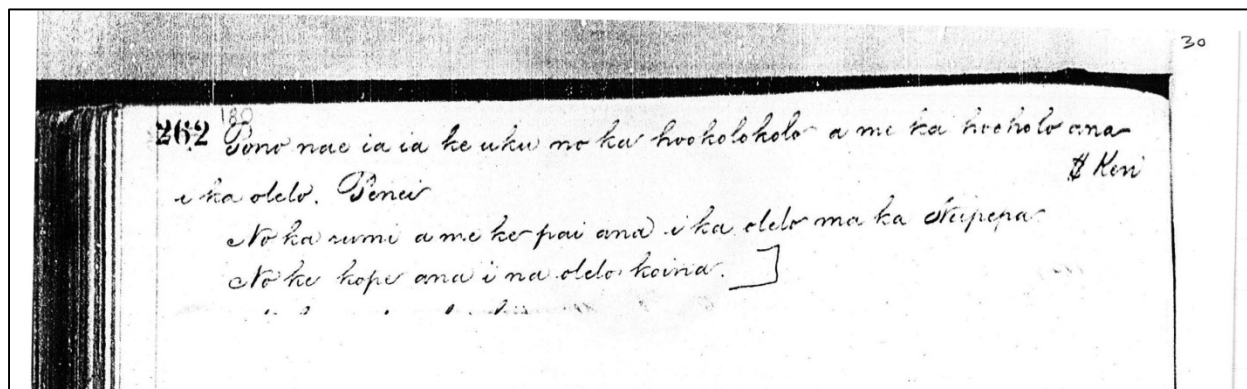
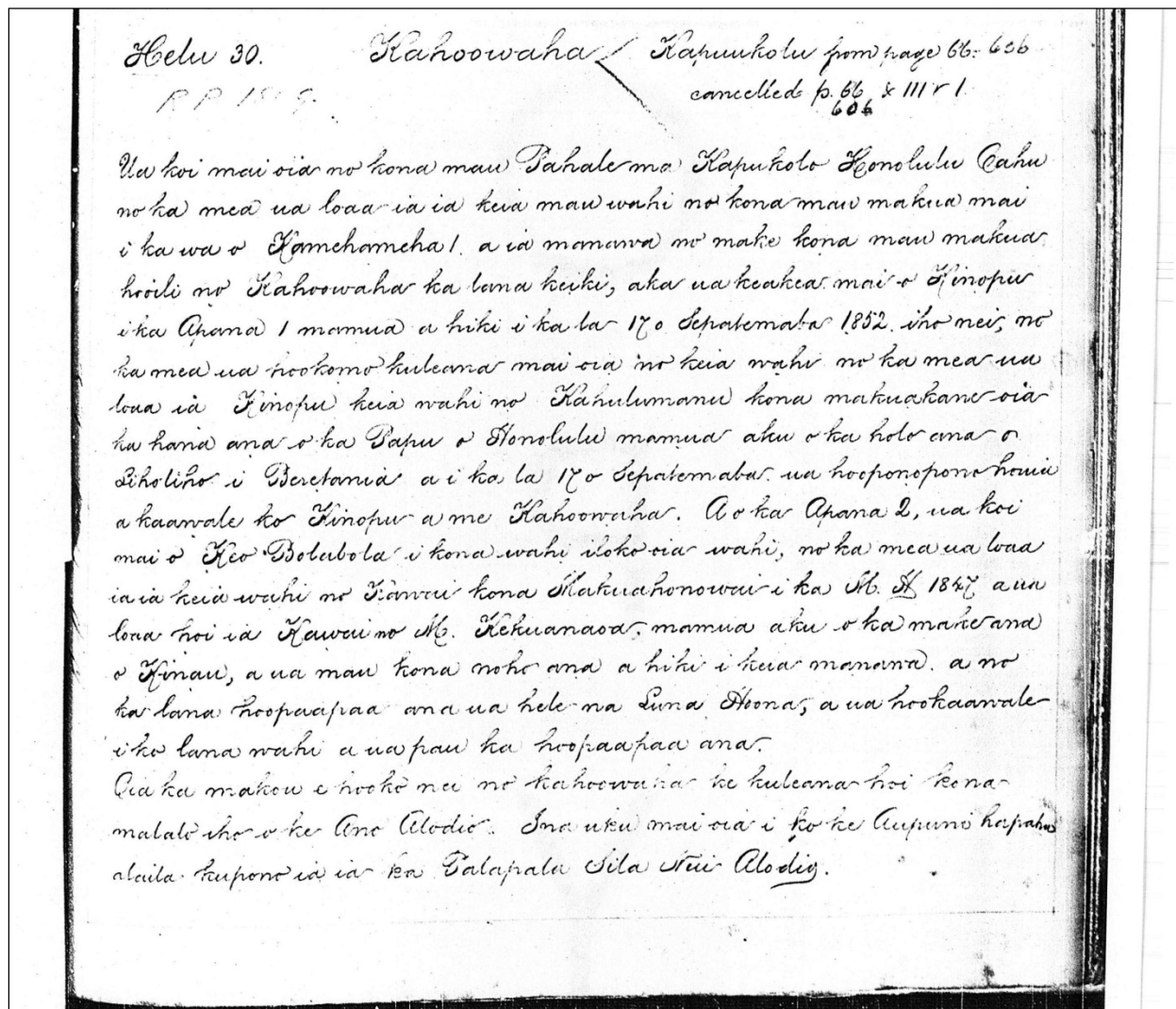
and she died here. I have seen this place over which there is a dispute between Kahoowaha and Joe Ii the beginning, I had known it was for Kahoowaha during the time of Kamehameha I, Kuihelani was the tenant and Kukalanipo was the fisherman. Upon Kuihelani's death, this land was bequested to Kauwaumakea and Kukalanipo was still the fisherman. The place was not enclosed, but house have been built and each individual place under Kukalanipo has a fence, when Kukalanipo died during the reign of King Liholiho.

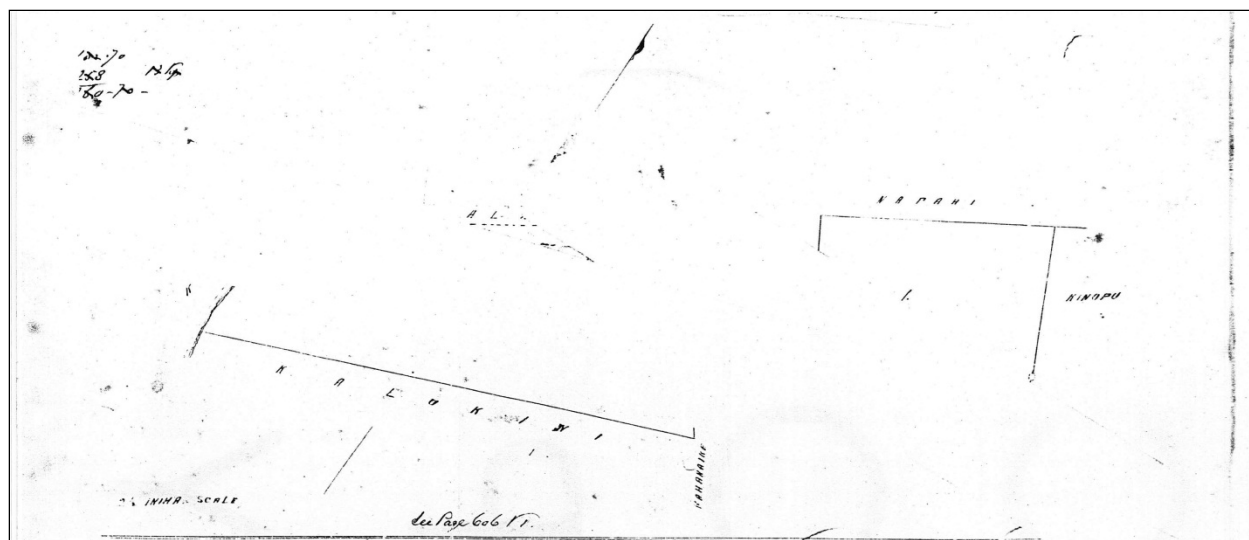
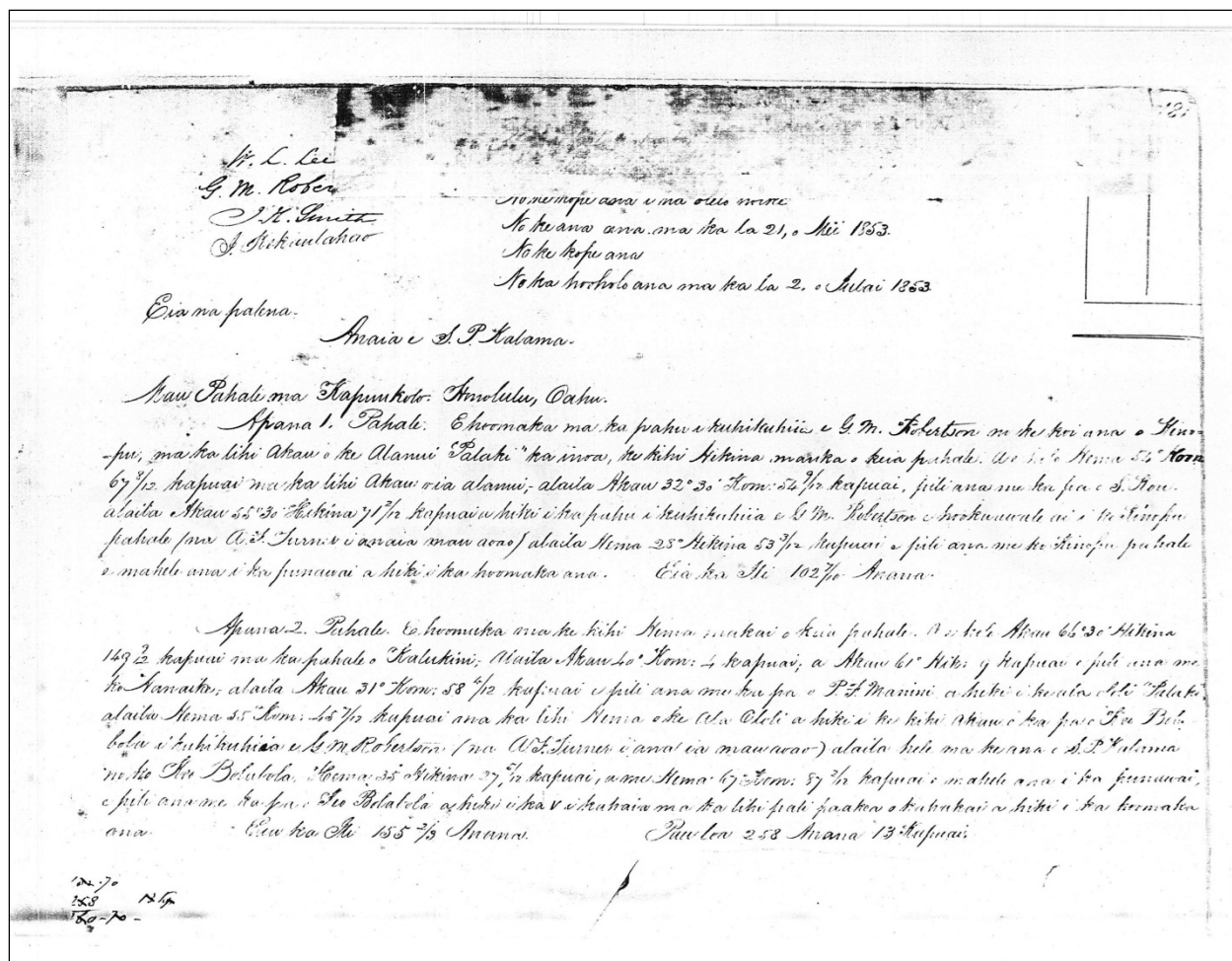
Kekuanui, his own brother-in-law inherited the land and he lived there. He built a wooden fence for one side of this place and left the other side open because the nets were there. He lived there till his death at the time Liholiho died in Britain. He had bequested his land and estate to his punalua, Ohuaole. Ohuaole lived there; later, immediately after the death of Nahienaena and Kinau was yet alive, I saw Kawai with two other persons come from Waialua and lived with his friends, Kina and Koalakahi. Later he was evicted for having mischievously put out the lamp one evening, then his wife acted as a wife to Ohuaole and Ohuaole gave them a house upon her request to live under him. The place was to be returned to Ohuaole should Kawai decide to leave the place. He has lived there since he had received the place to the present. I have not known that he had filed a claim for this time, I have known this only now.

Postponed: Until another witness is available.

[Award 30; R.P. 1809; Kapuukolo Honolulu Kona; 2 ap.; .21 Ac.]

## LCA No. 30 to Kahoowaha, Award





**R. P. No. 1809, LCA No. 30 to Kahoowaha**

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HELU 1889

## PALAPALA SILA NUI.

A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

No ka mea, ua hooloho na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oia ko

Kahororaka

Kuleana Helu 30

ma ka ano kuleana Nui mulalo o ke Ano Alodio iloko o kahi i oiaia mulalo, a no ka mea na

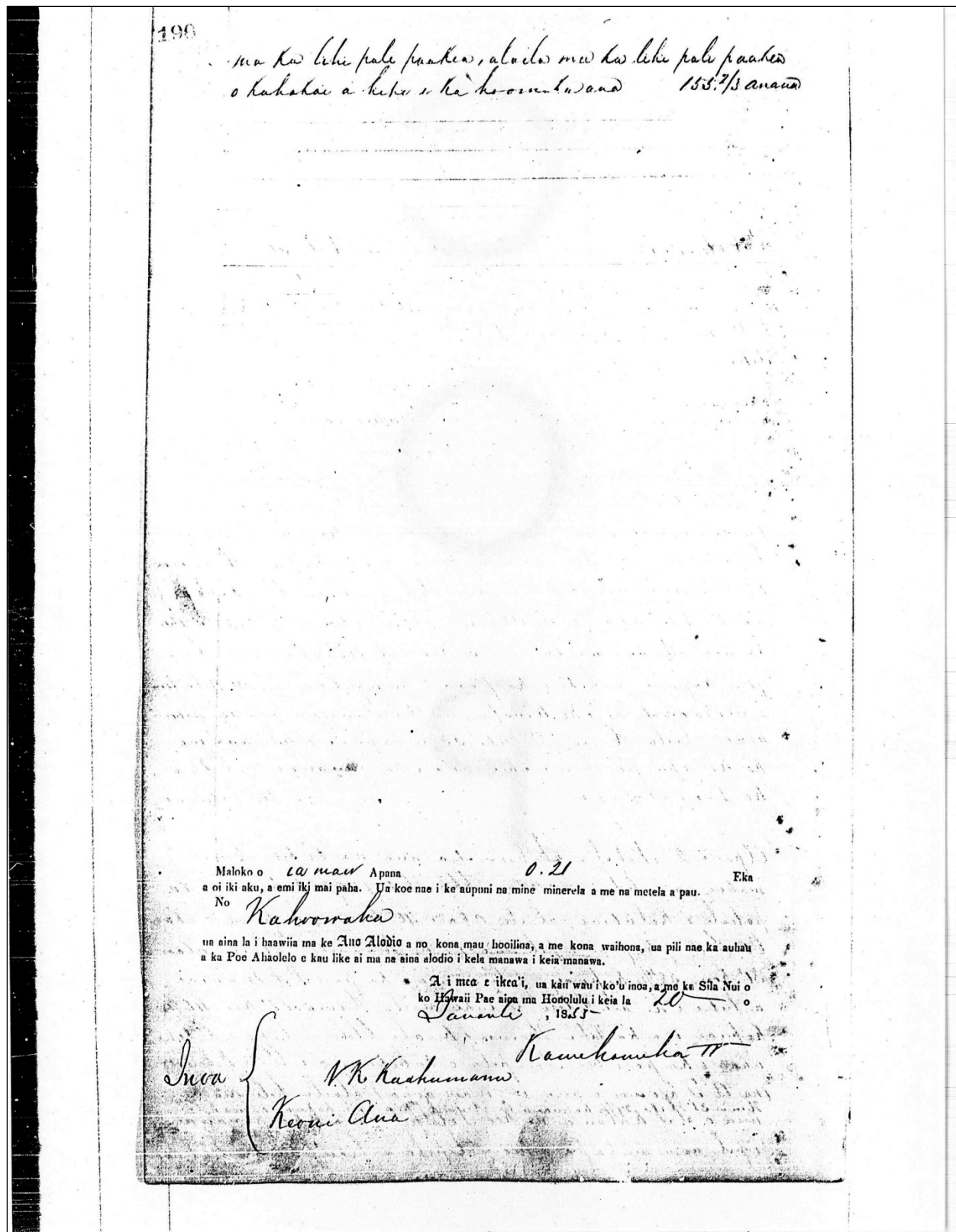
haawi mai o na Kahororaka nei slots o Ku Wachaona  
Dala aupuni i Kanaholu dala ne he ke aupuni Kuleana  
leko o na ainaKelaia, ma keia Palapala Sila Nui, ke hoike aku nei o Kamelamela III., ko Alii nui a ko Akua i kona  
lokonnikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pua, i keia la, nona iho a no kona  
mau hope alii ua hoolilo, a ua haawi aku oia ma ka Ano Alodio ia Kahororaka

Honolulu

i kela wahi a pau loa ma  
ma ka mokupuni o Oahu; penei na mokuna,

Apana 1. Pakala, E hoormaka ana ma ka pahuw i kuhie-  
kukia e G M Robertson, no kahi ana o Kinopu ma ka  
lihi akau o ke alanui Palaki ka moa, he kuhie hiki ma  
ka e keia pahuw, a e holo ana o hema 54' kono 67 1/2' kapuai  
ma ka lihi akau o ke alanui, alaila akau 32 1/2' kono 54 1/2'  
kapuai pili ana me ka pa o S. Kono; alaila akau 55 1/2' hiki  
7 1/2' kapuai a hiki i ka pahuw e kuhiekukia o G M Robertson  
e hooheavale ai o ke Kinopu (na A J Jamoy i ana i mau  
aoao) alaila hema 28' hiki. 53 1/2' kapuai e pili ana me  
ke Kinopu. pahuw e mahi ana i ka punaau, a hiki i  
ke hoormaka ana 1027 Auana

Apana 2. Pakala, E hoormaka ana ma ke lihi hema  
mahai, a e holo ana akau 66 1/2' hiki 149 1/2' kapuai me ka  
pahuw e kuhiekukia, alaila akau 40' kono 4' kapuai a akau  
61' hiki 9' kapuai e pili ana me ke hema - alaila akau  
31' kono 58 1/2' kapuai e pili ana me ka pa o P J Mainini  
a hiki i ke ala Olale Palaki alaila hema 55' kono 116 1/2'  
kapuai ma ka lihi hema, he ala Olale a hiki i kuhie  
akau o ka pa o ke Palapala e kuhiekukia o G M Robertson  
na A J Jamoy i ana i mau aoao alaila hiki ma ka  
hema 58 1/2' kono 54 1/2' kapuai a pili ana me ka pa o S. Kono  
alaila akau 55 1/2' hiki 7 1/2' kapuai e pili ana me ka pa o ke Palapala a hiki i ka punaau



## **LCA No. 38 to E. & H. Grimes**

### **LCA No. 38 to E. & H. Grimes, Transcription**

**No. 38, E. & H. Grimes**

**F.R. 50-53v1**

Letter addressed to Secretary to land Commission, May 4th 1846

We herewith hand you a claim and plan of our premises which we beg leave to lay before your Honorable body, and pray that you will grant us a patent or title for the same.

Signed, E & H. Grimes

Register page 51 & 52

Know all men by these presents that I, Stephen Reynolds, a citizen of the United States, residing at Oahu, for and in consideration of six thousand dollars to me in hand well & truly paid, the receipt whereof I hereby acknowledge, have bargained, granted, and sold to Eliab Grimes and Josiah Thomson, citizens of the United States, residing at Oahu, all the estates, buildings, premises in Honolulu, lately belonging to William S. Hinkley, bounded as follows:

Beginning at the public road, running by land of Peter A. Brinsmade, William Ladd & William Hooper, North thirty-six degrees west, two hundred & sixteen feet to land of Paulo Francisco de Marin; thence by said Marini's land, north fifty-two degrees east, seventy-five feet, thence by the road round to the first-mentioned bound; also one undivided half of the land & wharf, bounded northerly by land occupied by the Government as a market place, beginning at the land of the aforesaid Brinsmade, Ladd & Hooper, running by the said market place to the sea, again from said corner bound running southeasterly, by the southwest side of the land of the above-named Brinsmade, Ladd & Hooper, to the corner

of their premises by the aforesaid public road from said corner to the stern of the vessel forming corner of the wharf along the Hotel premises, the said land, buildings and premises are intitled to the privilege of a passage and cart-way at all times through the land of Brinsmade, Ladd & Hooper aforesaid, from and to the wharf & land pertaining to the wharf, unto and out of the premises hereby granted and sold.

To have and to hold the said estates and premises with all the privileges thereunto belonging unto the said Eliab Grimes and Josiah Thomson, their heirs & assigns forever.

And further I, the said Stephen Reynolds, do hereby covenant & agree for myself, heirs & assigns forever to warrant & defend the premises aforesaid against the lawful demands of all persons, claiming by or under me, unto the said Eliab Grimes & Josiah Thompson [sic], their heirs & assigns forever, excepting only such claims as the government of the Sandwich islands may make on the land.

In testimony whereof, I have hereunto set my hand & seal at Oahu, this first day of April, one thousand eight hundred & thirty-seven

Stephen Reynolds

John R. Vonpfister, Hiram Grimes

**F.T. 41-43v1**

Claim No. 38, E. & H. Grimes, June 24, 1846

Mr. Brinsmade, witness, sworn deposed, I and my partners took possession of the whole of the premises now in possession of Grimes & Co. and of premises occupied by themselves in August 1833, renting them for the time being through Mr. Reynolds. In early part of autumn 1833 Mr. Hinckley returned from the coast, where he left Mr. Jones; with whom he has made arrangements for the purchase of the whole premises. He thought the terms which Mr. Jones had proposed to him would be more favorable than any terms we should be likely to make with Mr. Jones on his return. Mr. Hinckley proposed to us that he would purchase on the best terms he could get with Mr. Jones, the whole premises; that the premises should then be divided as nearly as possible, and we might have our election of the parts; the taking the wooden & grass buildings in the premises at two fifths of the purchase money; this proposition of Mr. Hinckley was left to our rejection or reception, until Mr. Jones should arrive, or until we should have secured a lot that would suit us better before that time. When Mr. Jones returned the bargain was completed between him and Mr. Hinckley.

Mr. Jones showed at that time his power of attorney from parties in Boston to sell the premises, he exhibited as one of the bases of the title of his constituents, a bill of sale from Karaimoku, which specified certain buildings and premises, privileges and appurtenances thereto belonging. Mr. Hinckley sold one half to us; and removed the wooden building which is now occupied by Mr. Grimes storehouse together with the grass houses, all the buildings except the stone one. I know nothing more with regard to Mr. Grimes' title to the premises which he now occupies, except his title to a portion of the wharf. The first wharf that was built was composed of a sunken hulk, which was brought over there and planted with the consent of the King and Kinau at the time of the purchase. In 1837 that hulk was taken up & the present wharf built in the place of it, at the joint expence [sic] of Messrs Ladd & Co., & E. Grimes & Co. While we were driving the spiles [spikes?], the King sent for me to make enquiry about the proceeding. I met him in this house. He told me he was glad to see that work go up; he said the work is yours & the sea is mine, that is the approbation obtained from the King at that time of the erection of the wharf, and on that we rest it.

In May 1890 the King issued a proclamation, relative to the lands occupied by foreigners. I felt it my duty to take official notice of the proclamation; and I wrote a letter to the King which will be found in the archives of the government.

The King stated that though it had never been the intention of the government to alienate the soil, yet it was not now their intention to claim the recovery of the soil; but the right of a reasonable rent. I enquired of Mr. Webster when I was at Washington in spring of 1842 his views of the

security afforded to American citizens in the terms of that letter - his words to me were - never agitate that subject again, the letter has become the property of the Government, and will have all the binding force of any stipulations that are that are likely to be made. Your property is liable to taxation upon equal laws, but your right of possession will not be disturbed.

Mr. S. Reynolds, witness, sworn deposed, In 1820 Marshall & Wilde, merchants were living there, and their business was conducted by Mr. Babcock. The place was enlarged in 1823 with the special approbation of Karaimoku. Captain Babcock left there for Boston in 1823. Thomas Crocker then remained as their agent. In 1825 Mr. Jones returned and Mr. Crocker went home that fall. Mr. Jones continued the agent of Marshall & Wilde to 1834. He then sold the premises which Ladd & Co. & Grimes & Co. now hold to W.S. Hinckley. W. S. Hinckley sold the part Ladd & Co. now hold to them, which they have continued to occupy ever since. I am not certain whether in last of 1836 or beginning of 1837. W.S. Hinckley sold me the part which E. & H. Grimes & Co. now occupy, and in April I sold it to Eliab Grimes & Co. At the time I bought it of Hinckley. I and Hinckley called on his Majesty, he expressed himself perfectly satisfied with the sale. Mr. Charles R. Smith wrote out the transfer to me, and called with it on his Majesty, who said he would write on it his approbation when Captain Hinckley came. Whether Captain Hinckley or Mr. Smith called I do not know, but the words in Hawaiian "I approve of the within," were written on the back of the transfer.

(Note) it is suggested the papers may be on the file with the government. Mr. Reynolds testifies that the interest in the right of way and in the wharf are undivided and tenancie in common of Ladd & Co. and Grimes & Co.

**N.T. 71-75v1**

No. 38, E. & H. Grimes, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, Honolulu, June 24, 1846

P. A. Brinsmade, sworn and testified:

In the month of August 1833 we had a lease with Aluli (Jones) as stated by Lanai, but toward the end of the year Capt. Hikale (Hinckley) came back from Paniola (Boston) while Aluli (Jones) was residing there.

Capt. Hikale (Hinckley) leased Aluli's (Jones) entire property and I thought the lease was favorable for we had spoken harshly with Aluli (Jones) upon his return.

Capt. Hikale (Hinckley) told us it was he who leased the entire property reasonably, after which it was distributed equally. We were to have the portion we wanted while he would have all the houses. We would also receive two fifths for accepting the property. We were granted the time to think about it until Aluli came when we may perhaps receive a better deal. A discussion followed between Capt. Hikale (Hinckley) and Aluli (Jones) upon the latter's return. At this time Aluli (Jones) displayed a document which his assistant (haole) from Boston drafted to enable him to sell the property. He also made known a bill of transfer to Kalanimoku which mentioned the houses, the property and all rights adjacent to the property. Capt. Hikale (Hinckley) bought one

half of a frame house from us and took the frame house in which lives Mr. Lemi (Grimes) at present. He also took a grass hut. I have not seen anyone else on Mr. Lemi's (Grimes) rights, however, we built the wharf together with the approval of Kinau and the King. It was started at the old and worn-out ship in the year 1837. The old ship was removed and we together with Mr. Lemi (Grimes) built the wharf. I met the King when he had come to see us about the work and during the time we were joining together the measured lumber. He said that he was pleased with our work and remarking,

"The work is for you and the sea is mine." With this statement the King approved of the work at this time.

In May of 1840, the King issued an announcement about the lands held by the haole, which I have at this time. The King said, "It is not the intent of the kings to relinquish the right to a property, however, it is not their feeling also that it (property interest) be retained by the government, instead a reasonable annual payment should be made to the government."

In the beginning of the year 1842 I asked Mr. Webster of Washington on his opinion about the estate of an American as contained in the proclamation. Here is his writing: "Do not cause to dissolve this issue. This proclamation has become valuable to the government also it should be binding for all times. Your estate should be governed by taxes and laws."

Reynolds sworn and he testified:

I first saw Mr. Pako (Babcock) living on the property in the year 1820. In 1823 Kalanimoku approved of the work and lived there personally to watch this work. When both Aluli (Jones) and Mika Pako (Mister Babcock) went on a trip the work fell to Thomas Clark and when Aluli (Jones) returned in 1825, he (Aluli) (Jones) did work for Ohule (ma) to the year 1834 when the property was sold to Capt. Hikale (Hinckley) and he in turn sold to Mr. Ladd & Co. the place where they now reside and it has been their property since that time. At the end of the year 1836 Capt. Hikale (Hinckley) sold the land Mr. Grimes is living now to me, and in April 1837, I sold it to Mr. Grimes.

At the time we were transacting with Capt. Hikale (Hinckley), we went to see the King at which time he approved of the transaction and instructed that the approval statement be written on the face of the document. Charles Smith did write it and gave it to the King. The King asked me not to sign until Capt. Hikale (Hinckley) returned. I did not see Smith and Capt. Hikale (Hinckley) go but I saw the following words, "I have consented." That is all I have seen, but for Ladd and Grimes authority in constructing the wharf, is not the same portion.

[Award 38; R.P. 5726; Nuuanu St. Honolulu Kona; 1 ap.; .5109 square feet.; R.P. 5727; Nuuanu St. Honolulu Kona; 1 ap.; 5109 square feet.; R.P. 5728; Marine St. Honolulu Kona, 6822 square feet; R.P. to Grimes & Thompson]

## LCA No. 38 to E. Grimes and Josiah Thompson

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Claim No 38. E & H. Grimes.

These facts have come to the knowledge of this Board through the testimony of Witnesses: viz—

In 1820, Marshall & Wilds, Merchants, were living at Honolulu, Oahu; & their business was conducted by a Mr. Babcock. The occupancy of these premises (i.e.) those occupied at present by E & H. Grimes the Claimants, & those occupied lately by Ladd & Co., which then formed one undivided lot of Land:— was sanctioned in the usual way by Karamohe. In 1823 Captain Babcock departed for Boston; & Thomas Crocker succeeded him as the Agent of Marshall & Wilds. In 1825, Mr. John C. Jones returned to the Islands from the U. States, & assuming the agency of Marshall & Wilds, Mr. Crocker went home. Mr. Jones continued the agency of Marshall & Wilds until 1834.

During Mr. Jones' agency (i.e.) in the Year 1833 Mr. Wm F. Hinckley, who had been previously in negotiation with Mr. Jones for the purchase of the whole premises, proposed to Ladd & Co., that he (Hinckley) would purchase of Jones the whole premises on the best terms he could obtain them for; & that then he would divide them as nearly as possible; & Ladd & Co might have their election of the two parts: Hinckley, however, to take the wooden & grass buildings then upon the Premises at 2 fifths of the purchase money. Ladd & Co were left to the rejection or acceptance of this proposition, until the arrival of Jones who was then on the coast. When Jones returned, the bargain was completed between him & Hinckley. Upon concluding this arrangement of sale to Hinckley, Jones exhibited his power of attorney from Marshall & Wilds, to effect the sale; and as the basis of the title of his Constituents— a bill of Sale from Karamohe, which specified "certain Buildings & Premises, privileges & appurtenances thereto belonging". The consideration given to Karamohe was a wooden house. Mr. Hinckley then sold one half to Ladd & Co. & removed the wooden

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building which is now occupied by Mr. Grimes as a  
together with the Grays houses.

In the last of 1836 or before 1837 Winchley  
sold to Stephen Reynolds; & on the 1<sup>st</sup> day of April 1837  
Stephen Reynolds sold to Eliab Grimes & Josiah Thomp-  
son that portion of the premises retained by William  
S. Winchley, as above narrated, for the consideration  
of six thousand dollars; and in his written deed,  
"warrants & defends this Grant against all claims;  
excepting only such claims as the Sandwich Islands  
Government may make on the Land."

There is no difficulty therefore in arriving at  
the fact, that originally this Land, as well as the  
adjacent portion occupied by Ladd & Co., belonged to the  
Government; & came in the usual possessory way to  
Marshall & Wilds, who built upon & improved it, as  
other Claimants have done; and that this is the species  
of title which has been transmitted through the various  
intermediate occupants down to the present claimants;  
with an express written admission of the last preceding  
occupant that the Government of the Sandwich Islands  
had some claims to make on the Land."

There are no native private rights involved  
in this land, nor is there any counter claimant.

We accordingly confirm it to Eliab Grimes  
and Josiah Thompson as a Freehold Estate less than  
allodial.

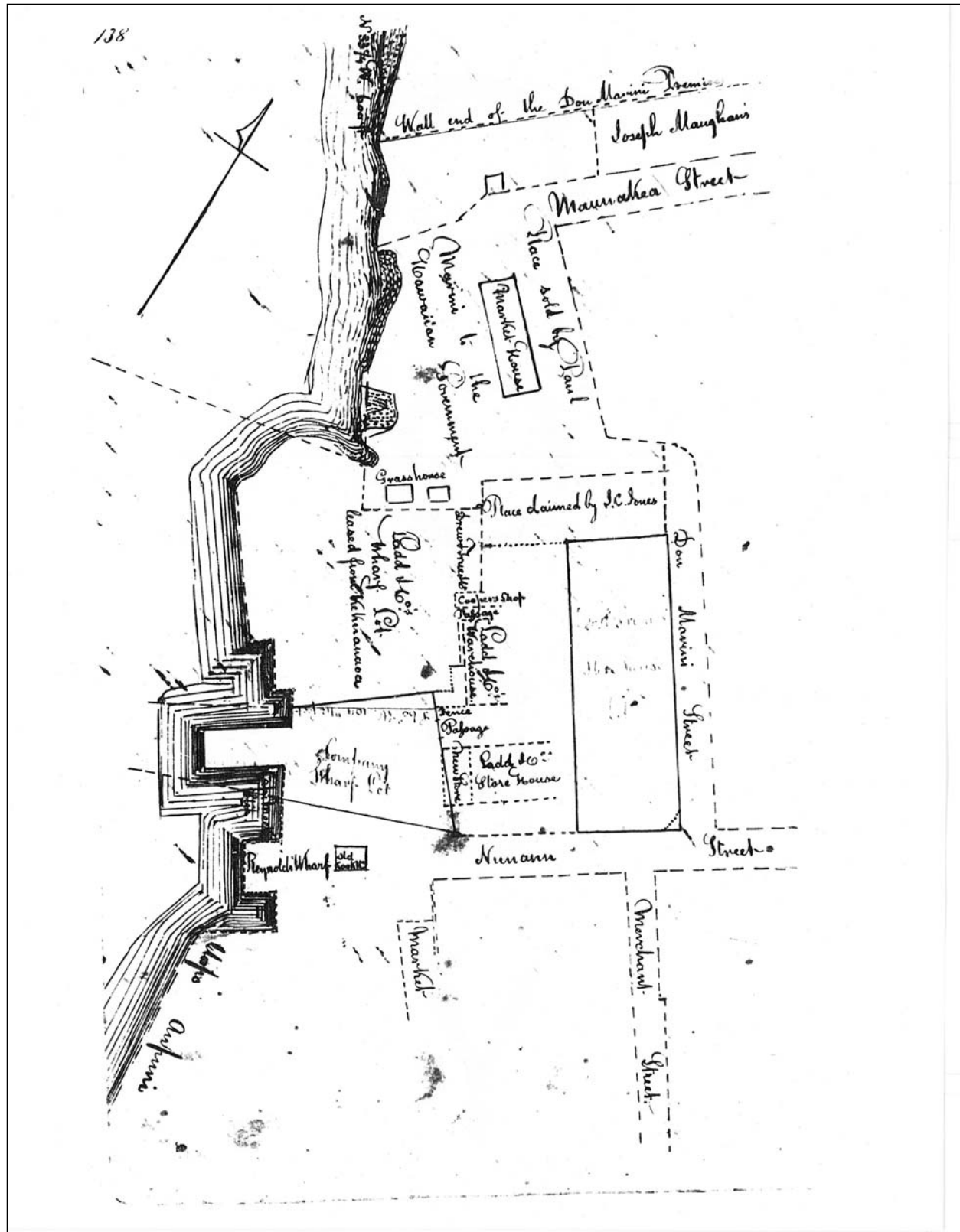
Boundaries as described by  
Theophilus M. Mearns Esq. "Of Store lot: Commencing  
at boundary point on Nuuanu Street, between this lot  
and Ladd & Co.; & running North 36° West 216 feet along  
boundary line between this & Ladd & Co. lot to west corner  
of warehouse standing in this lot. Thence North 52°  
East 75 feet along North West side of Warehouse to Don  
Marini Street (the street leading to St. Hunters). Thence  
South 36° 30' East 219 feet along Don Marini Street to East  
corner of this lot at point of intersection of the sides of this  
lot on Nuuanu & Don Marini Streets produced  $9\frac{1}{2}$

from Wall as it now stands - Thence South  $54^{\circ}45'$  W  $79\frac{1}{2}'$   
 feet along Nuuanu Street to place of Commencement including an area of  
 Fishpens 466. Feb. 22. "

"Notes of survey of 'Company Wharf lot' (Dimes 162 own an undivided half) Commencing at South corner of stone wall & premises of Ladd & Co. (Store house lot.) joining Nuuanu Street & running North  $41^{\circ}45'$  West  $96\frac{1}{2}'$  feet along Mahai side of Ladd & Co. Store house, cutting south corner of Ladd & Co. new Store as it now stands, to post at Mahai & west corner of paling fence, coming down from South corner of Ladd & Co. warehouse: Thence South  $60^{\circ}$  West  $(104\frac{1}{2}'$  feet to stakes by & scoring on Wharf timber) along between this & Ladd & Co. wharf lot. N.E. into deep water - Then again from point of commencement & running South  $71^{\circ}$  West along S. East side of this lot, joining ground owned by Hawaiian Government situated between this & Stephen Reynolds Wharf lot, to west side of Stern davit post  $(133'$  feet to it) of Capt. Marks pilot boat,  $27\frac{1}{2}'$  feet from Copper bolt in string piece on Mauka & East corner of long Wharf of this lot, and into deep water - always reserving a public road of good & sufficient width across Mauka part of this lot.

N.B. This Survey is in accordance with the decision of a commission appointed by Board of Land Commissioners to determine its boundaries.  
 May 7<sup>th</sup> 1847: J. McCall

(See diagram in next page)



Board of Commissioners for Land Claims  
Adjudication of Claim No 38 E. H. Grimes

To incidental expenses of advertising claimants the public notice of Commissioners to quiet Land Titles to all, & of Room hire while engaged in the investigation of their claims		1	
To action, Motion & adjournment of Commission -ors in the matter of this claim 17 <sup>th</sup> June 1866		1	
To draft of depositions reduced in relation to this claim	fol. 5	2	50
To engrossing copy of Plan	fol. 2	1	
To Citation for attendance on 24 <sup>th</sup> June			50
To action of Commissioners on the 24 <sup>th</sup> June		1	
To draft testimony reduced, engrossed same time in relation to this claim	fol. 9	6	75
Surveyors Bills of 12 <sup>th</sup> April & 7 May		40	
To engrossing copy of Survey	fol. 8	4	
Report of Commissioners this day rendered on the above claim		5	
		<b>\$</b>	<b>62 75</b>

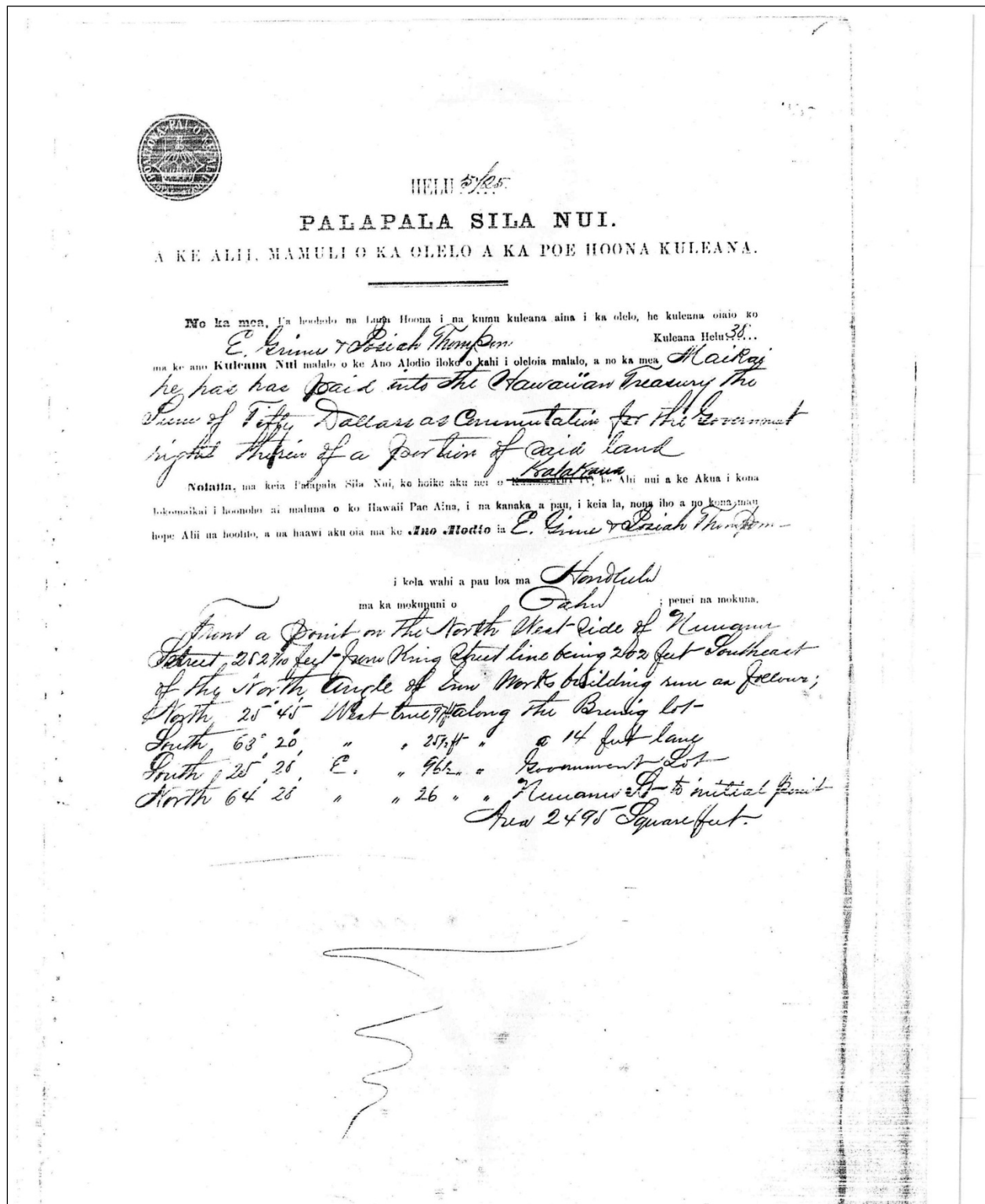
Honolulu  
10<sup>th</sup> May 1847.

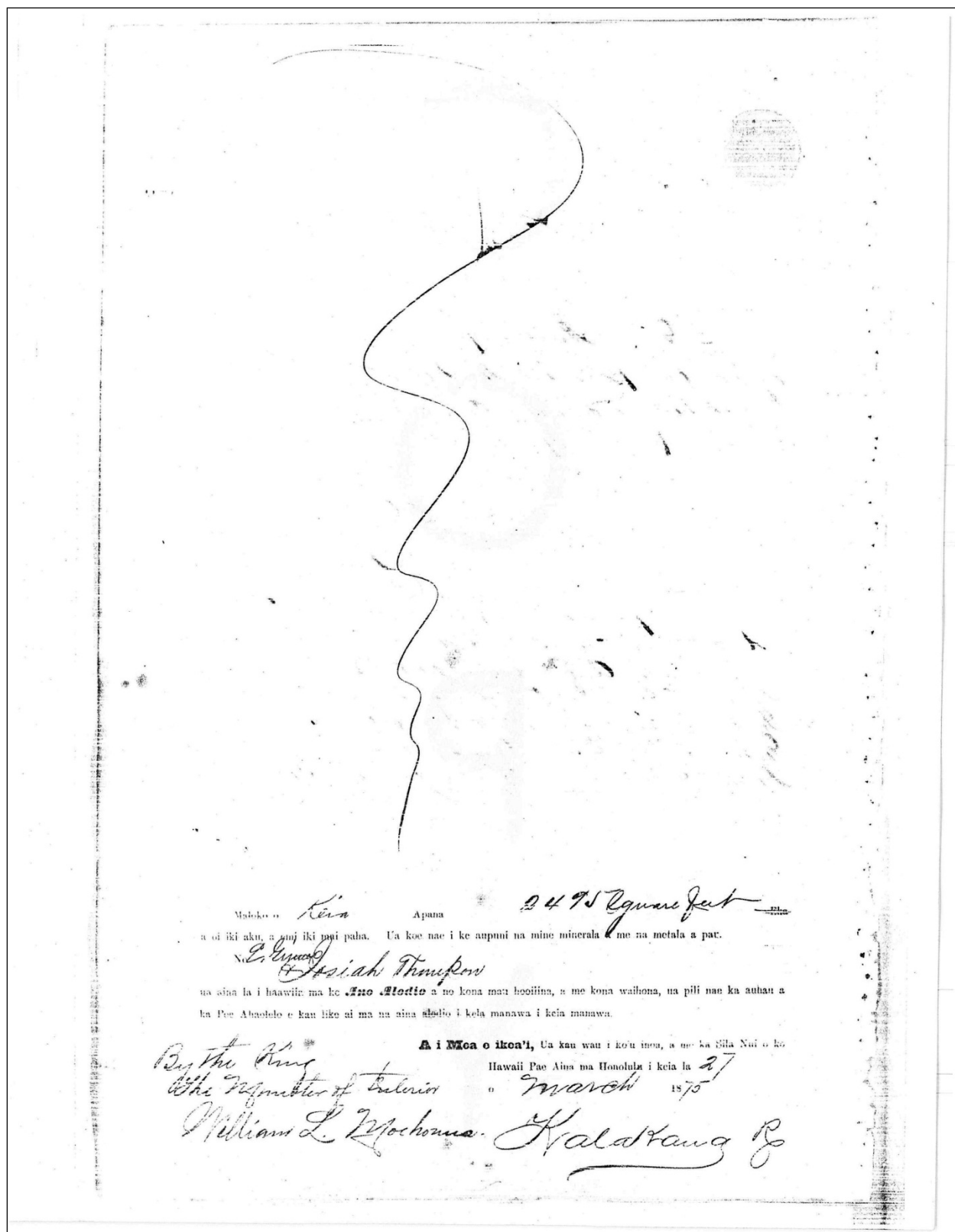
William Richards  
J. H. Kamehameha  
J. H. Kamehameha

Delivered 28 July 1848.  
to Hiram King by the Receiver

Loane Li  
John Ricard

## R. P. No. 5725, LCA No. 38, to E. Grimes and Josiah Thompson





## R. P. No. 5726, LCA No. 38, to E. Grimes and Josiah Thompson



HELU 5/26

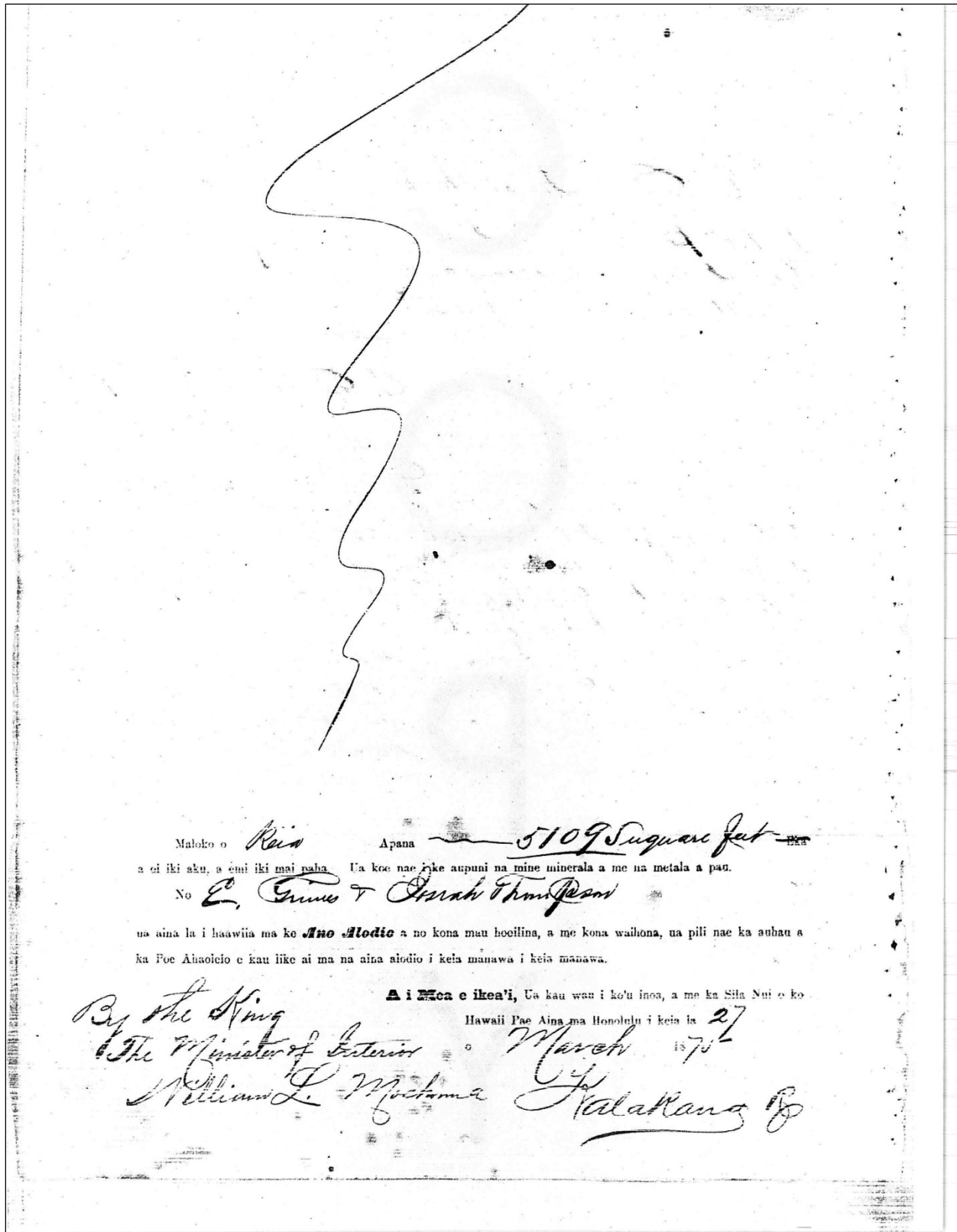
## PALAPALA SILA NUI.

A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

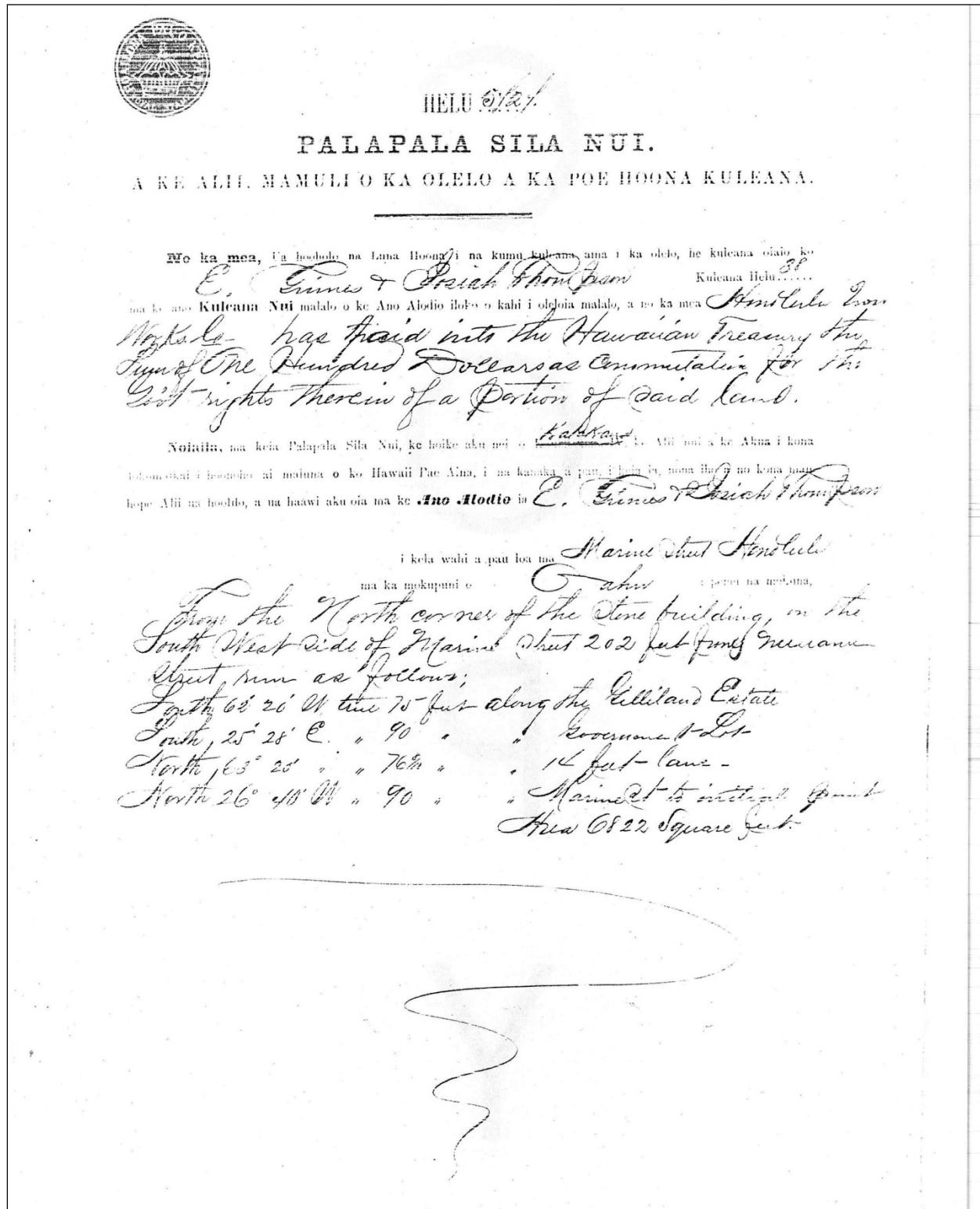
No ka mea, Ua hoooho na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko  
*E. Grimes and Josiah Thompson* Kuleana Helu 5726...  
 ma ke ano Kuleana Nui malalo o ke Ano Alodio iloko o kahi i oleleia malalo, a no ka mea *Chas. Breinig*  
*he has paid into the Hawaiian Treasury the sum of*  
*One Hundred Dollars as ammutation for the Govt-*  
*rights therein of a portion of said land*  
 Nolaila, ma keia Palapala Sila Nui, ke hoike aku nei o *Kalalana* ke Alii nui a ke Akua i kona  
 lekomeikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau i keia la, nona iho a no kona mau  
 hope Alii na hoolilo, a na haawi aku oia ma ke *Ano Alodio* ia *E. Grimes and Josiah Thompson*

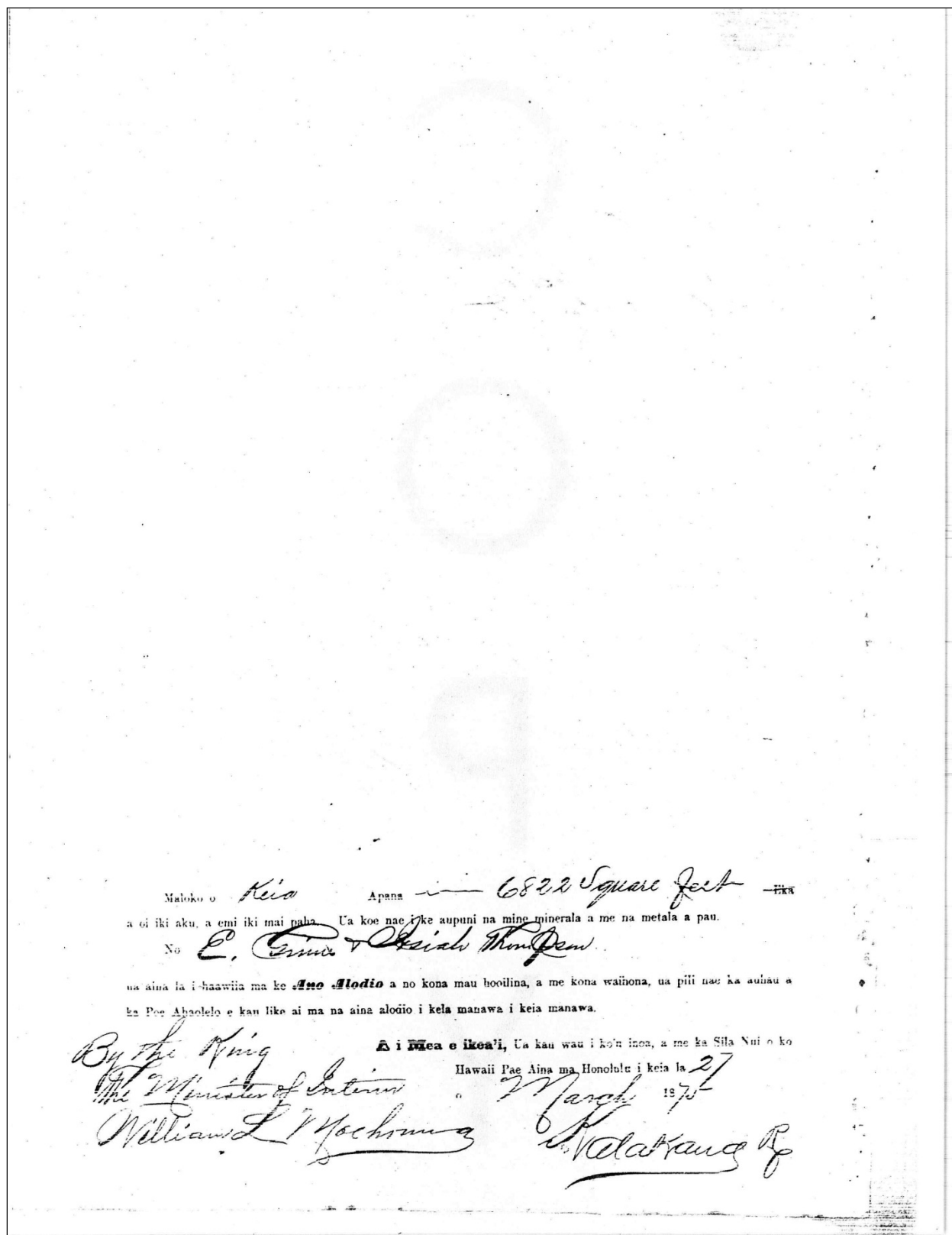
i kela wahi a pau loa ma *Neuwann St. Honolulu*  
 ma ka mokupuni o *Oahu*; he nei na mokuna,

*From the West angle of Neuwann and Marine Street*  
*229 1/2 feet - from King Street, and 202 feet from the North*  
*angle of the San Marks Stone Building run as follows:*  
*N 26° 40' W true 98 feet along Marine St. and on front-range of*  
*of said Stone building -*  
*S 68° 20' W true 51 1/2 feet " a 14 feet lane*  
*S 25° 45' E " 97 " the Gratrai St.*  
*N 64° 25' E " 53.2 " Neuwann St. to initial Point.*  
*Area 5109 Square feet.*



## R. P. No. 5727, LCA No. 38, to E. Grimes and Joiah Thompson





## **LCA No. 46 to Joseph Maughan**

### **LCA No. 46 to Joseph Maughan, Transcription**

**No. 46, Joseph Maughan**

**F.R. 63-64v1**

To the Commissioners of Land Claims, Gentlemen:

I have to request you will please confirm to me the piece of land formerly belonging to Mr. Marini, commonly known as the cow yard, given by him to me in November 1833 by & with the consent of his Majesty, Kamehameha III at the Pagoda, in the present of (to the best of my recollection) His Highness John Young and Jno Stevenson.

I wish to claim this piece of ground for the advantage of my wife, Cruz, daughter of the said Mr. Marini, and of my children born to me by her.

As I shall leave this port in about a week, and live in our pursuits in particular, being very uncertain, I shall feel obliged by your preparing the necessary document before I leave.

Signed, Joseph Maughan

**F.T. 26-27v1**

No. 46, Joseph Maughan, May 12 [1846]

Stephen Reynolds, sworn deposed, In 1833 in the fall, Captain Maun [sic] requested witness to superintend & cause a house to be built for him. Witness procured the stone for a foundation, and got Kinimaka to make the dobies for the house in summer of 1834. After getting the dobies on the spot, Marini went with me there and laid out the ground for a building & a small yard around it. I built the house there accordingly. I met his Majesty and spoke to him about building the house for Cap. Maun. He told me to go on & build it. Claimant has always left witness as his agent in his absence, and he has supplied his family as they wanted, and has never heard of any opposition or interference of any with the land. During this time I met with Haalilio & spoke to him, and he said there would be objection to building the house and I had better speak to the King.

[Award 46; R.P. 2096; Maunakea St. Honolulu Kona; 1 ap.; .13 Ac.]

## LCA No. 46 to Joseph Maughan, Award

Claim No. 46. Joseph Maughan. 151

This Claimant requests confirmation, in the name and for the use of his wife, Cruz; a native woman, daughter of Francis Paulo de Marini, & his children, born of said Cruz.

It appears from the testimony, that in the fall of 1833 Captain Maughan requested Stephen Reynolds Esq. to superintend, & cause a house to be built for him. Mr. Reynolds procured the stone for a foundation, & got Kamehaka to make theadobies for the house in the Summer of 1834.

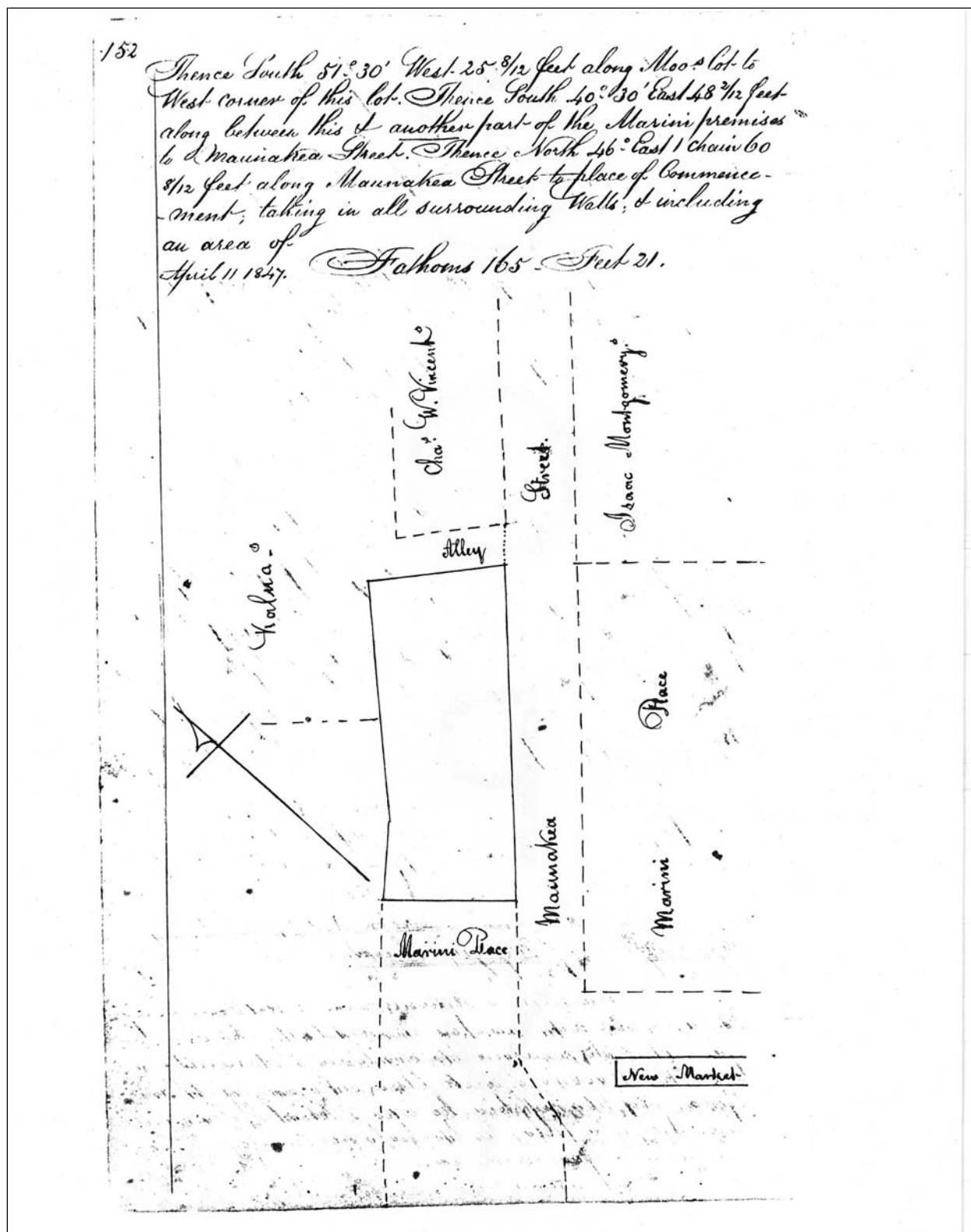
After getting theadobies on the spot, Marini, Maughan's father in law, went with Mr. Reynolds & laid out the ground for a building & a small yard around it, upon which Premises, Mr. Reynolds built the house accordingly.

Mr. Reynolds had the precaution to speak to his Majesty about building the house for Captain Maughan, who told him to go on & build it. During the frequent absence of Captain Maughan upon whaling voyages, he has always left Mr. Reynolds as his agent, who has supplied his family as they wanted; & has never heard of any opposition or interference of any one with the Land.

This claim comes under the first Rule, & we accordingly confirm it to Cruz Maughan, & the heirs of her body descended of Captain Joseph Maughan, as a Freehold Estate, less than allodial, to be committed to a fee simple, upon payment of one third the unimproved value of the land, to be ascertained on appraisement, by order of the Minister of the Interior.

Boundaries as described by Mr. Metcalf:—  
"Notes of Survey of Joseph Maughan's dwelling house lot in Honolulu.—

Commencing at East corner of this lot joining Maunakea Street & alley dividing this from Chas. W. Vincent's dwelling house lot, & running North 48° West  $\frac{3}{4}$  chain along alley to North corner of this lot, joining Kamehaka's premises. Thence South 44° West  $\frac{1}{4}$  chain 28  $\frac{1}{2}$  feet along Kamehaka's & Moo's lots to right angle in wall.—



Board of Commissioners for Land Claims. Adjudication of Claim No. 46 Joseph Maughan D <sup>r</sup>		153
To incidental expenses of advertising claimants the Public Notice of Commissioners to quit Land titles to all; & of Room hire while engaged in the investigation of their claims	1	
To action, motion & adjournment of Commissioners in the matter of this claim on 6 <sup>th</sup> of May 1846	1	
To draft of depositions in relation to this claim reduced.	1	
To citation for attendance on 16 <sup>th</sup> of May		50
To letter addressed by the Board to his Majesty in relation to this claim	1	
To letter addressed to the Premier in relation to the same	1	
To action of the Board in the matter of this claim on 12 <sup>th</sup> May	1	
To draft Testimony reduced & engrossed in relation to this claim on 12 <sup>th</sup> May	1	50
To Surveyor's Bill \$5 Engrossing Copy of survey & Report of Commissioners this day rendered on the above claim	6	
	5	
	19	
Honolulu 10 <sup>th</sup> May 1847.		
Costs \$ 5.50 less 1.34 Am. 13.50	William Richard, J. G. Kaeohou, Francis L. Kaunwai John Picard	

## R. P. No. 2096, LCA No. 46 to Joseph Maughan

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NO. 2096  
**ROYAL PATENT,**  
UPON CONFIRMATION OF THE LAND COMMISSION.

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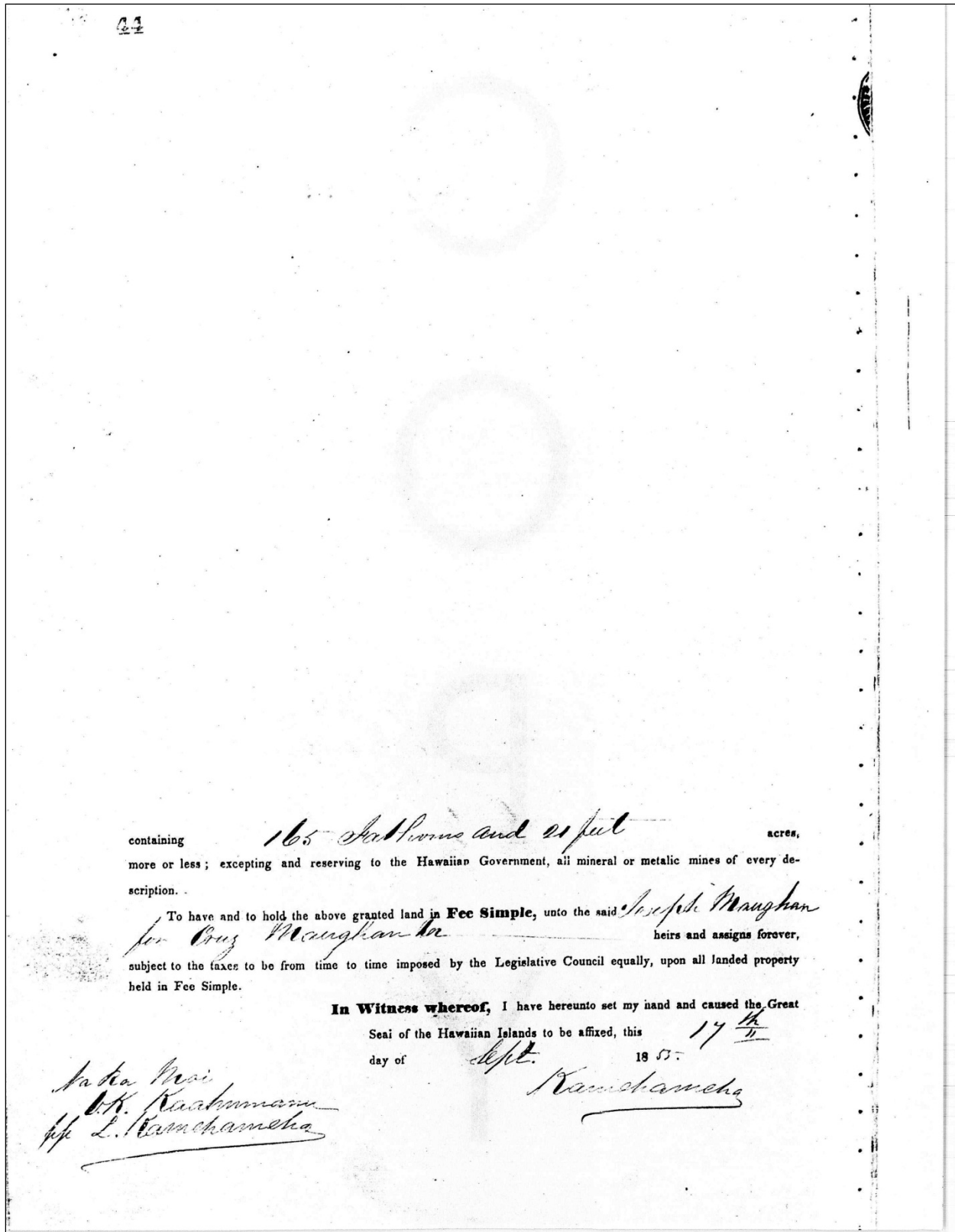
Whereas, The Board of Commissioners to Quiet Land Titles have by their decision awarded unto *Joseph Maughan for Cuz Maughan (1 One Acre 2 1/2)* an estate of **Freehold** less than Allodial, in and to the land hereafter described, and whereas *he has* ~~he has~~ *of and Joseph Maughan & Cuz Maughan have paid into* the Royal Exchequer the sum of *hundred and twenty five* dollars for the Government rights in this lot

Therefore, Kamehameha IV, by the Grace of God, King of the Hawaiian Islands, by this Royal Patent, makes known unto all men, that he has, for himself and his successors in office, this day granted and given absolutely, in **Fee Simple**, unto *Joseph Maughan for Cuz Maughan* all that certain piece of land situate at *Manalea* in the Island of *Oahu*, and described as follows:

*Severalty home lot*

*Commencing at East corner of this lot joining Mammaka St. and ably dividing this from C. W. Vincent's dwelling house lot, and running N 45° W 4 chains along along to North corner of this lot joining Kala's premises - thence S 20° 10' 15" E 15 ft. along Kala's and Moo's lot to slight angle in walk - thence S 51° 30' W 25 1/2 ft. along Moo's lot to West corner of this lot - thence S 40° 30' E 48 1/2 ft. along between this and another part of the "Mamini" premises to Mammaka St. thence N 60° 10' E 10 ft. along Mammaka St. to place of commencement taking in all surrounding walks and including an area of*

*Eighteen 1/2 Acre 2 1/2*



## **LCA No. 57 to Simeona Kou**

### **LCA No. 57 to Simeona Kou, Transcription**

**No. 57, Simeona Kou, claimant**

**F.R. 71v1**

1 document entered in Native Register, Page 61

**N.R. 61-62v1**

No. 57, Simeona Kou, May 8, 1846, Kapuukolo, Honolulu, Oahu

Petition, I testify as to my right to this house site. My parents occupied it /and we have been there/ from Kamehameha I to Kamehameha III. When they died I inherited this lot. It is independent. I do not live under anyone at this lot at Kapuukolo. Fishing is his work /sic/. That is his /sic/ right in living on this site. There are not many houses there at this time. There are the fishermen. They are independent. No one is subordinate to anyone else. Just as they are independent, so am I in my place. Here is its size: 92 feet long, 63 feet wide. I am not under Kahoowaha as he has said.

With humble affection to you, the commissioners, J. Ii, Kaauwai

I am, your servant

SIMEONA KOU

**N.T. 89v1**

Adjustors' Office, July 22, 1846

The following claims were postponed:

Simeona, No. 57

Kihewa, No. 64

Kaailauhala, No. 53, (page 93)

When all other cases before the Board of Commissioners who quiet land titles have been completed, the work for these people listed above will be resumed.

**N.T. 7v2**

No. 57, Simiona Kou, See page 244, volume 2

These witnesses were summoned to come on Tuesday: Nakahuna, Pokii and Napahi.

**N.T. 244-246v2**

No. 57 - Simiona Kou

Hooliliamanu, sworn by the Word of God and said, I had known previously that the place was for Piko formerly during the time Liholiho was living slightly toward the mountain. When I returned from Ewa in the year 1844, I had felt that Kou would ask me to get some soil for him because the government was indebted to him for he was a school teacher, so I had heard that Piko had bequested that land to Kou.

Napahi, sworn by the Word of God and stated, I had seen Kou living there at the time the word of God was overturned and Kihewa was Piko's bosom child always. They lived together until Kaomi's (time), when Kihewa left his father and went to live elsewhere, while Kou continued to live with Piko. When Piko did not have any more security for his place, he asked Kou about it and Kou helped by the value of his school teaching, the work with the soil, the house and the well. However, I had not seen the passing of Piko but I had heard another man say that Piko had given that property to Kou and to the daughter, Kauluulani by name.

Nalaehima, sworn by the Word of God and stated, The money was from Kou and given to me for arranging living and buying as, for pili (grass) \$6.00; the hiring of a thatcher, \$5.00; a door, \$3.25; total rental of a well, \$4.00; for the soil, \$1.00 and \$15.00 for the enclosure's rocks and dirt. Kou bought the purlin for \$3.00 and rope for \$5.00 and \$10.00 from Kou was given to Waolani to pay the debt of Piko.

I am a brother-in-law of Kihewa and Kou. When Kou had completed the house, Kihewa came to live with us but the two of them are [nephews?] of Piko.

Nakai, sworn by the Word of God and stated, I am a leaseholder for Kou. I was at my place when he had come to ask me to work and I did thatching and hauling pili for \$5.00. The pili which was from Honouliuli was bought. My idea was to take the house apart; however, Piko suggested to "bound the pili on to the same house because I have some [evil] possessions in the house, so build him a good house after I have died. I had realized from that statement that Piko was Kou's heir, so I enclosed the property with Hooliliamanu's mud. I have known Piko's bequest of Kou as heir at the time I was working as caretaker of the house.

Kihewa has stated that he would relinquish this interest and live in a private abode.

Statements have been changed again for No. 30 of Kahoowaha. See statements approved for No. 57.


[Award 57; R.P. 5704; Kapuukolo Honolulu Kona; 1 ap.; .08 Ac.]

## LCA No. 57 to S. Kou, Award

<p>Hele 54 Heawe  <i>1/2</i> Kupuali Ili o Kaitua Hooff Oahu  O ke apuna i Mahaloia o Kooatukiaia mo ka Palapala Ili (ma)  Aoe mae ke Kuleana o na Kanaka  16 June 1862 Costs \$0.00  Paid 16 June  W. Kamehameha</p>
<p>Hele 55 Kaniuni  <i>1/2</i> Kouka Ili Kaniuni Oahu  O ke apuna i Mahaloia o Kooatukiaia mo ka Palapala Ili (ma)  Aoe mae ke Kuleana o na Kanaka  16 June 1862 Costs \$0.00  Paid 16 June  W. Kamehameha</p>
<p>Hele 56 Kahahele  <i>1/2</i> Kahahele Ili o Kaitua Hooff Oahu  O ke apuna i Mahaloia o Kooatukiaia mo ka Palapala Ili (ma)  Aoe mae ke Kuleana o na Kanaka  16 June 1862 Costs \$0.00  Paid 16 June  W. Kamehameha</p>
<p>Hele 57 Kaniuni  <i>1/2</i> Kaniuni Ili o Kaitua Hooff Oahu  O ke apuna i Mahaloia o Kooatukiaia mo ka Palapala Ili (ma)  Aoe mae ke Kuleana o na Kanaka  16 June 1862 Costs \$0.00  Paid 16 June  W. Kamehameha</p>
<p>Hele 58.59 Kaniuni  <i>1/2</i> Kaniuni Ili o Kaitua Hooff Oahu  O ke apuna i Mahaloia o Kooatukiaia mo ka Palapala Ili (ma)  Aoe mae ke Kuleana o na Kanaka  16 June 1862 Costs \$0.00  Paid 16 June  W. Kamehameha</p>
<p>Hele 60 Kaniuni  <i>1/2</i> Kaniuni Ili o Kaitua Hooff Oahu  O ke apuna i Mahaloia o Kooatukiaia mo ka Palapala Ili (ma)  Aoe mae ke Kuleana o na Kanaka  16 June 1862 Costs \$0.00  Paid 16 June  W. Kamehameha</p>

## R. P. No. 5704, LCA No. 57 to S. Kou

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HELU *5/10/11*

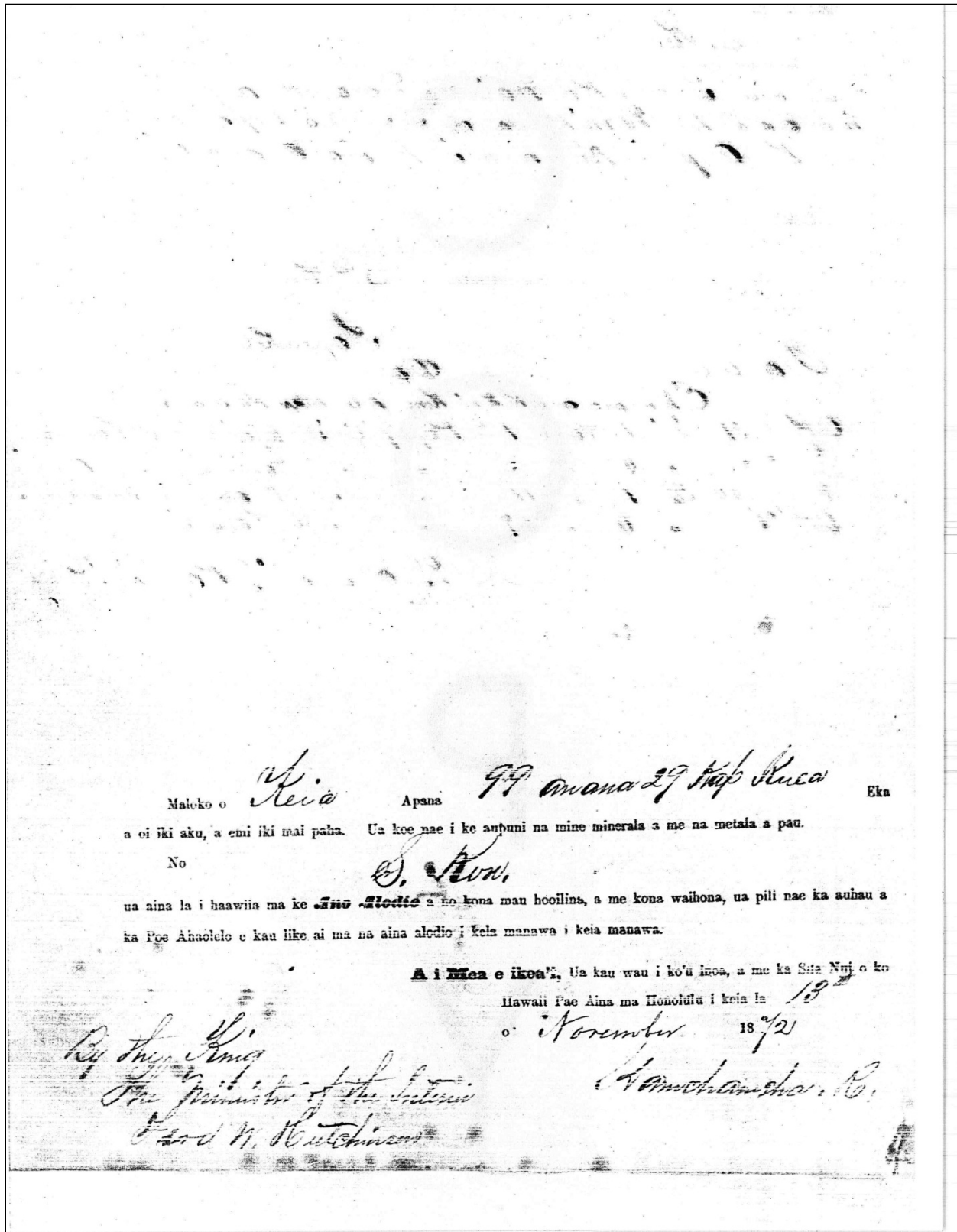
**PALAPALA SILA NUI.**

**A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.**

He ka mea, Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio *to*  
*S. Kou* Kuleana Helu. *57*  
 ma ke ano Kuleana Nui malalo o ke Ano Alodio iloko o kahi i oleloia malalo, a no ka mea *ua ulu*  
*mai oia iloko o ka Waihuwa Dala oke aupuni*  
*ina dala he Waimikumamalu me ka hopalawa no*  
*ke ke aupuni Kuleana iloko oia opana oia*

Notaila, na keia Palapala Sila Nui, ke hoike aku nei o KAMEHAMEHA IV, ke Alii nui a ke Akua i kona  
 lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona iho a no kona mau  
 hope Alii ua hoolilo, a na haawi aku oia ma ke *Ano Alodio* ia *S. Kou*.

i kela wahi a pau loa ma *Kapuniolo*  
 ma ka mokupuni o *Oahu*; penei na mokuna,  
*Chimwa me ke kiki Km. hiki oia ke ara mua*  
*At 55:31 Ali 1 Kaul 1 1/2 Wap pili iho Kapoli aliki o Kaharawala*  
*At 51:20 " 0 " 5 1/2 " " Kaharawala " ke Alanui*  
*At 57:00 " 1 " 11 1/2 " " Ke Alanui i Kahakahi huli*  
*At 28 " 0 " 8 9/10 " " i Kahakahi.*  
*Ke 99. arana 29 Kapuni Kula*



## **LCA No. 63 to Namauu**

### **LCA No. 63 to Namauu, Transcription**

**No. 63, Namuu, claimant**

**F.R. 73v1**

1 document entered in Native Register, page 73

**N.R. 73-75v1**

No. 63, Namauu

To the Land Commissioners, Greetings: William Richards, may God Protect You:

Here is the basis of my claim at this place: it was from my kaikua-hine /Kalupena/ and kaiko'eke, when they arrived from Hawaii. Manuia, keiki of Kapouhiwa, kane of Naahu, was the one from whom they got this right which is petitioned for to you - this kane of my kaikuahine. Therefore, we all have one basis of claim at this place. They did not get their right from someone else, and my right is the same.

John Ii lived here formerly and my kaikuahine came, with her kane, Manuia; we all lived there together. John Ii saw the difficulties and went to Kula /referring to the Honolulu Plain/, where he is until today, and this place became absolutely ours. Because they often went with the King, Manuia fetched Kapouhiwa to return and live at that place and care for the belongings of the King, and when the King went they travelled with him. On their return they saw the difficulties if we all lived together at this place. Therefore Manuia told me to make a lot for us in another place, close to this place. I completely fenced a place and we lived there, and the first lot was occupied by Naahu (wahine) and Kapouhiwa; afterwards they returned to the hill of Puowaina, and Keaweluaole was the one who lived there with I, his wahine. That is it.

This separation of ourselves from the place where they were living was not thought important; the only important thing was the canoe landing, where the canoes could be launched in the sea. From thence, this place was situated separately from our canoes, until the time when the Oahu walls were broken for the Road. Our wall was damaged by the road construction on the part of the road situated between ourselves and them. I thought that this place was ours, as the Road Overseer said that a separate place adjoining the damaged wall would be for that person /whose wall had been damaged/. This was "balm for the wound." therefore I took that place for myself. Keaweluaole begrudged it and we argued and he said he would shut off our canoe landing so ire would be deprived of it /unless/ I gave up this place I had taken for myself. Therefore, I gave up this place of mine to him, and the canoe landing was situated as formerly, one half for him and one half for me. We. Keaweluaole and I, agreed with good will, therefore I am the one with the right to that place which they are taking for themselves only.

I went away and when I returned, Keaweluaole had died, the house was standing  
In the place on which we had agreed, and the canoe landing was absolutely separated with no

obstruction to it. I waited for the people who were still living to come and say to me "We have just built a house on our half the place you agreed on with Keaweluaole; yours is left. What do you think?" They did not speak so to me.

Therefore, I thought our former agreement was denied, and I would sell my side, the place which remained; when I was selling it to Aarona Keliiahonui, then they denied to me that I had a place. They had taken it all and were the only ones with the right. I had none.

I have a right, I am the keiki of the man who is living with my kaikuahine.

Therefore I think this - the people who built the house at the place we agreed upon are like Ananias selling the land and taking elsewhere the property that belonged to God. Their denial to me resembles this, and because of this I have no rights. It is for you to see the truth of this matter. Here are the witnesses to John Ii's formerly living here, /and/ the witnesses to the agreement between myself and Keaweluaole.

1. Kaauwaeaina, 2. Pae wahine, 3. Puoa, 4. Kallio.

Honolulu, With thanks,

NAMAUU

17th May 1846

#### **F.T. 66-67v1**

Claimant No. 63, Namaau, August 5 [1846]

Puao [Puoa?], witness, sworn disposed, He is a servant of Namaau and lives under his protection. The place in dispute is a landing place for canoes. Witness heard Namaau say to Keaveruaore, leave that place vacant for a landing place for canoes and take the one now occupied by him; he took it; and the place has remained vacant to the present time. Witness knows nothing how Namaau obtained rights in the place.

Mr. John II, sworn deposed, When the former King went to England Namaau's sister lived on that place & claimant often lived there with his sister, until the return of his sister's husband from England. Thus, things remained until his sister and brother-in-law went away with Boki in 1829, at which time they gave the place in charge to claimant. His brother-in-law never returned, and the place has been in possession of claimant to the present time. In relation to the particular place on the sea beach witness knew nothing. The place formerly belonged to my ancestors for generations; and they occupied it previous to the time now spoken of.

Paewahine. Sworn deposed, he resides in the yard adjoining the place in dispute. Keaveruaou was about close up Namaau's place on the sea side, so that canoes cannot be taken in. Namaau proposed to him to leave the place open as a landing place; and he consented. Keaveruaou was the tenant of the place; and therefore Namaau made the request of him. This talk took place about 1836 from which time the place has never been closed.

Keaveiki, sworn deposed, he lives in a yard adjoining the disputed plot. Keaveruaou owned on

the sea side and he owned on the back; and he gave to me what I now possess.  
(Note. This witness appears on the behalf of Namauu.) Witness knows nothing about the rights of Namauu, but says the place has been left open for the landing of canoes.

Claimant says he gave to Keaveruaou a narrow strip of land back as an inducement to him to keep the place open and he consented.

Mr. John II testified that he knows the strip which Namauu gave to Keaveruaou formerly belonged to Namauu.

Note: the counter-claim of Namauu appears to be merely a claim of road.

**N.T. 91v1**

[No. 63, Namauu], Office of the Board of Commissioners Who Quiet Land Titles, August 5, 1846

Namauu has come not to claim a title in the property of Naahu and Puniwai, but to request that the harbor be accessible for landing canoes; therefore, this is a matter for the judge to settle. This is not work for the officers who quiet land titles.

But for Kaailauhala, he will come on Tuesday, August 11th, and it would not be ignored because of illness as an excuse for not appearing on the day of summons, as it had been the last time.

**N.T. 96v1**

[No. 63]

When Kahoa and Henry were married they acquired a part of this land, which at that time Kahoa told me they would live under my jurisdiction; later I learned that they had received a grant. I withheld the property; Henry complained to the king and the king confirmed the property as for Henry. When the king was unsuccessful in finding a place for me, he returned the property he had given to Henry to me. This time he divided it between the both of us, but I sold my interest to Ahu (Pake) and I acquired Ahu's property in Honokaupu here. (429)

See page 51, Volume III [No. 62, John Rives]

**F.T. 367v2**

Claim 63, Namauu, July 3 [1848], See Foreign Testimony volume 1

Kiholo, sworn, This place is in Honolulu. It is in two pieces, both house lots.

1. first lot is bounded by:  
Wahinealii's, Manuiki's Water St  
Mauka, Waititi by Paki's & Kanaina's

makai by Kaumealani's, Kealiihonui's and sea side  
Ewa by Naahu's land.

Claimant got this place from Kaupena, his elder sister, when Rihoriho came from Hawaii and has ever since held it in peace to this time. It is fenced and there are 3 houses on it. One is Hoa's, one Kamaka's, and the other is a small shed. They live under him (claimant) and have no rights there of their own.

2. Second is bounded:

Mauka by Kekuanaoa's, Hina's & Kauwaina's land  
Waititi by Kakau's yard & Ehu's  
makai by Water Street  
Ewa by John Young's and Keleokekoi's.

it is fenced and has 9 houses, all belonging to Namauu (Namauu stated that 7 houses belonged to himself, and there were 9 belonging to others who lived under him. This lot as now described includes the Charity School lot (See Cl. 8511, W. Thompson). None of the occupants have [has] any claim to make to the land. I am one of the number. We live there by permission and do work for Namauu. He got this piece from his sister, Kaupena, who took it up as waste land and it descended from her to him.

Kaauwai, sworn, I know the facts of this case and that the testimony now given about both lots is true. They were enclosed in 1823 and Namauu has held them ever since in peace. I never heard any claim existed to the ground on which the Charity School stands by the Trustees or Proprietors of that building beyond the building itself.

This testimony was taken on account of no record being made of that formerly taken in the Native Book

**N.T. 127-129v3**

No. 63, N. Namauu, July 3

Kepoho, sworn and stated, "I have seen the two house lots of Namauu in Honolulu here, and the boundaries of one lot are:

Wahinealii's lot, Manuiki's lot and Makai street are mauka  
Kanaina's lot and Paki's lot, Waikiki  
Kaumealani's lot, Kealiihonui's lot and the beach  
Makai; Naahu's lot, Ewa.

Namauu's lot is from his sister, Kaupena, and he had received it at the time Poki went to Kahiki. Namauu has lived there to this day in peace. This property has been enclosed and there are four houses there, one of which is for Kamakea and another is for Hoa and these men have lived under Namauu.

2. The boundaries of the second section are:

Kekuanaoa's lot, Kina's (Skinner) lot, Hakau's lot and Ehu's lot, Waikiki

Makai street, toward the ocean

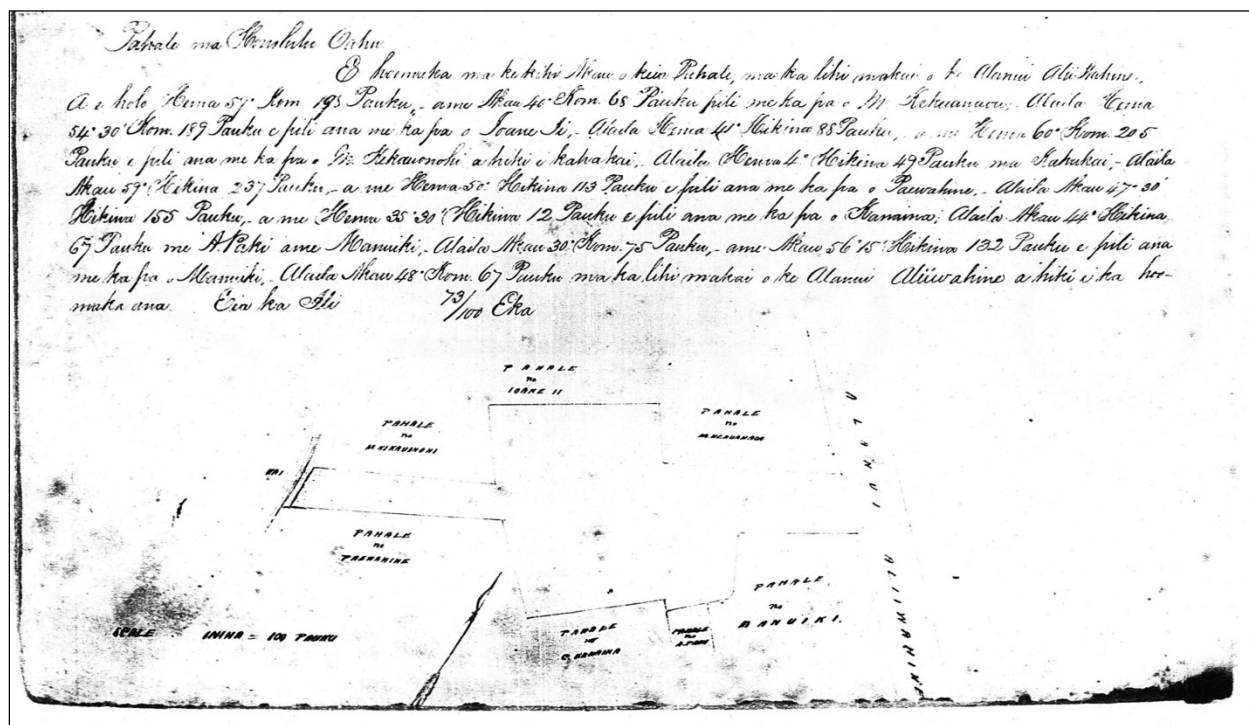
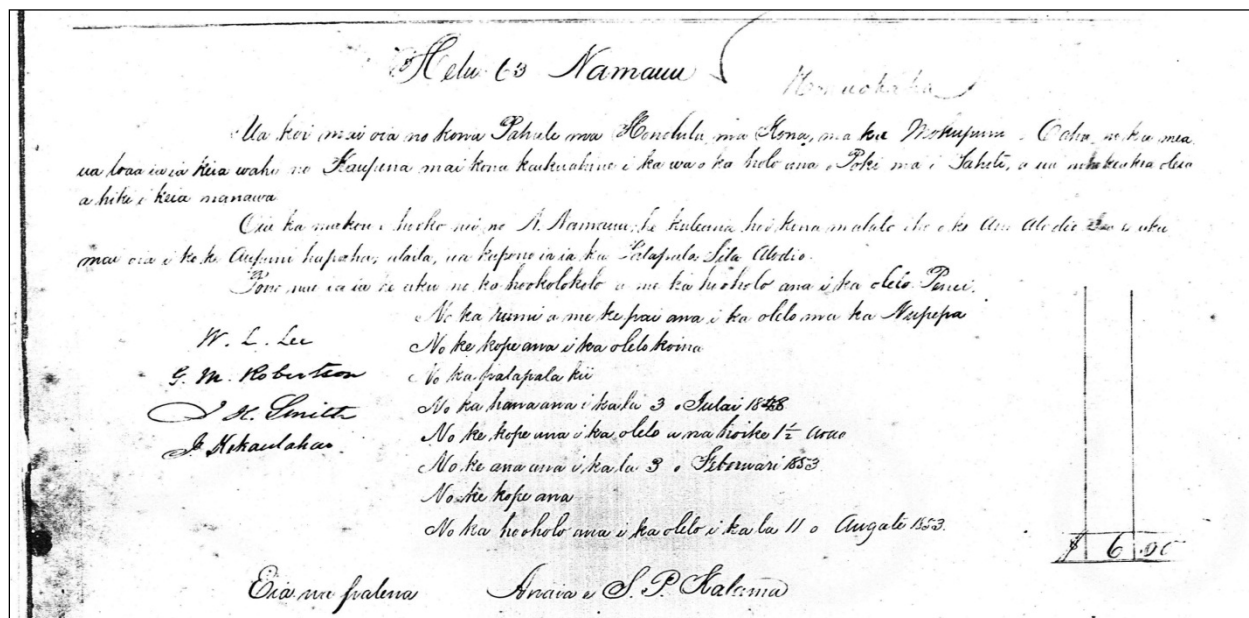
John Young's lot and Kalaeokekoi's lot, Ewa.

This property has been fenced and there are 16 houses in there, four of which are for Namauu himself in addition to three other smaller houses and nine houses are for the men there. There is also a schoolhouse for the foreigners. We are living there with interest only in the house and abiding strictly to his orders. Namauu's lot is from Kaupena but that property had been an idle land before it was acquired by Kaupena."

Kaauwai sworn and stated, "I have seen this property exactly as Kipoho has just stated here. When the corpses of Liholiho (plural) were returned from Kahiki England this property had been enclosed. That was in the year 1832. The school house was a house interest only and this also had applied to the people who were living there."

[Award 63; R.P. 4490; Honuakaha Honolulu Kona; 1 ap.; .73 Ac.; See also Award 63 M.A. for Puunoa, Lahaina]

## LCA No. 63 to Namauu, Award



## R. P. 4490, LCA No. 63 to Namauu

HELU 4690

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**PALAPALA SILA NUI.**

A KE ALII, MANULI O KA OLELO A KA POE HOONA KULEANA.

No ka mea, ua hoooho na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko

*N. Namani (or M. Nimanani) Nulana Feb. 1879*

ma ke eno Kuleana Nai malalo o ke Ano Alodio iloko o kahi i oleloia malalo, a no ka mea ua haawi  
mai o N. Namani i ka Waikawa Ala o ke Auferni i  
mea e loa mai ai ka Palapala Sila Nui me kuleana  
ole i ke ke Auferni Nulana malalo o ke eno ma Aina

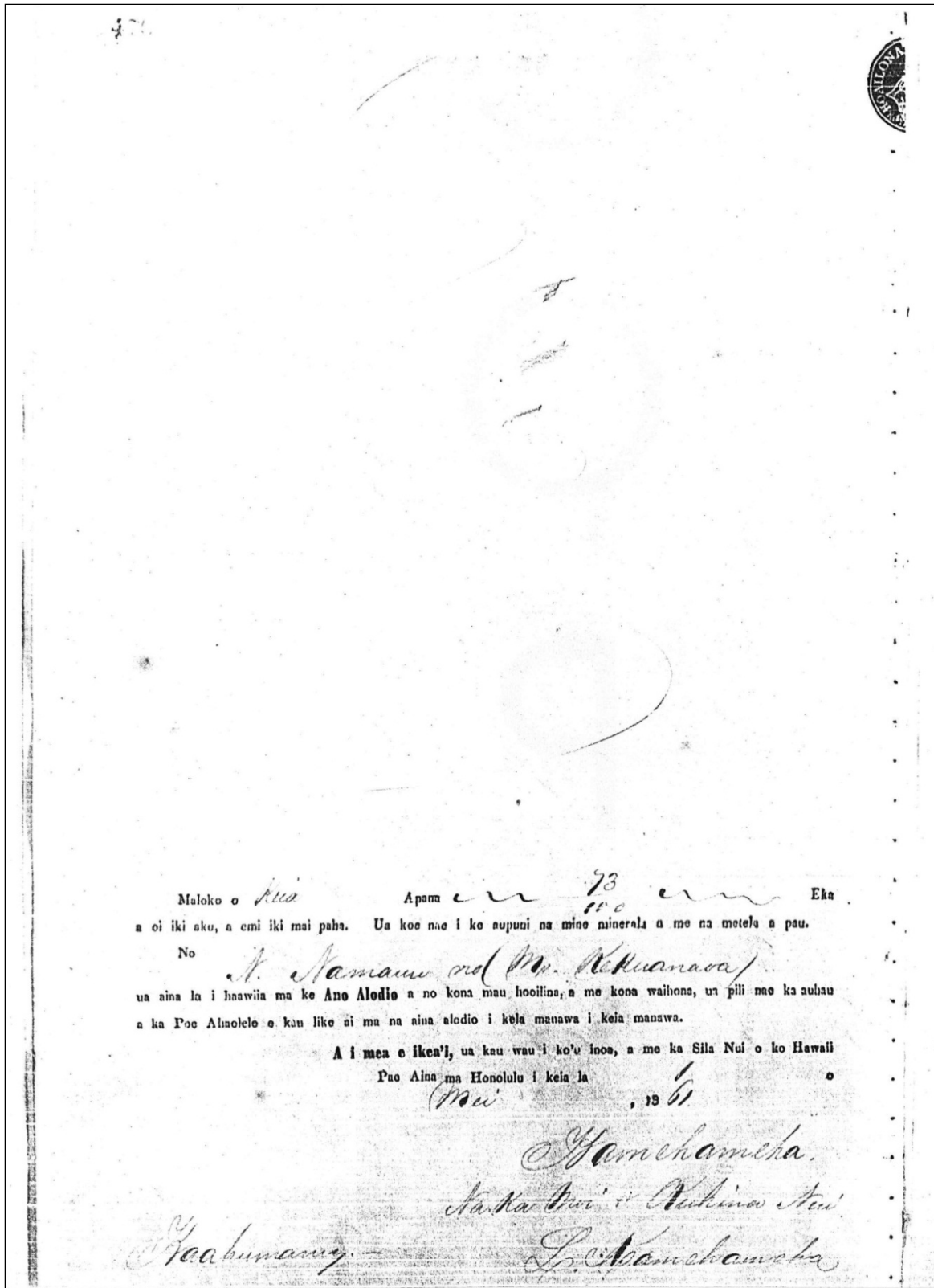
**Nolaila,** ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV, ke Alii nui a ke Akua i kona  
lokomakal i hoonoho ai maluna o ke Hawaii Poe Aina, i na kanaka a pau, i keia la, nona iloa a no kona mau  
hope Alii ua hoolilo, a ua haawi aku oia ma ke Ano Alodio ia *N. Namani*

i kela wahi a pau loa ma iloko o ma *Aufepura*  
i kahu ia analala ma ka moku-puni o *Kamie Pene* i penei na mokuna,

1. Ap. 1. Aufepura o Kulaita komo ma Hilo me kupuni Vancou  
1. Ap. 5. Aufepura o Kahala " Kaw " Wai  
1. Ap. 6. Aufepura o Kupukuhua " Kamadunaw " Wai  
1. Ap. 7. Aufepura o Pahoa " Lahaina " "  
1. Ap. 8. Aufepura o Puunao " Ewa " Wai  
1. Ap. 9. Aufepura o Honoa " Ewa " Wai

*Feb. 1879*  
**Nulana Feb. 63.** Pahale ma Honoa lulu. Oahu  
Chomaka ma ke kiti Ahau o Keia pahale ma ka Uhi  
makihi o ke Alanui Alii wahine. - a e kolo. 59° Kom.  
108 Pauts, a me a Hono 40° Kom 62 Pauts, pili me ka pa o  
Mr. Kekuananani, Alaia Hono 56° 30' Kom 109 Pauts e pili  
ama me ka pa, o Joane Li. Alaia Hono 40° Kom 83 Pauts  
a me Hono 50° Kom 200 Pauts e pili ama i ka pa o Mr.  
Kekuananani a kahi i kahakui, alaia Hono 40° Kom 49  
Pauts ma kahakui. Alaia Hono 59° Kom 237 Pauts, ame  
Hono 50° Kom 100 Pauts e pili ama me ka pa o Kekuananani  
Hono 50° Kom 100 Pauts, a me Hono 35° 30' Kom  
12 Pauts e pili ama me ka pa o Hanania, Alaia Hono 44°  
Kom 67 Pauts me a Hono 50° Kom 100 Pauts e pili ama me  
ka pa o Hanania, Alaia Hono 56° 30' Kom 132 Pauts e pili ama me  
ka pa o Hanania. Alaia Hono 48° Kom 67 Pauts ma ka  
lila makai o ke Alanui Alii wahine a kahi i kahakui  
hoonakai.

73  
Ela



## **LCA No. 66 to Napahi**

### **LCA No. 66 to Napahi, Transcription**

#### **No. 66, Napahi**

#### **F.R. 74v1**

1 document entered in Native Register, page 77

#### **N.R. 77v1**

No. 66, Napahi

Greetings to the Land Commissioners: the reason for Kauwaina's idea of fencing to bar me from his place has been gotten. The matters which were ruled on for me are what Kauwaina has won. Here are the names of the eyewitnesses: 1. Kamahiai, 2. Makaloa, 3. Kehau  
The Tenanat Napahi at Kapuukolo

#### **F.T. 30v1**

Claim No. 22, G. Kauwaina, June 10

No. 66, Napahi

Umi, witness, sworn deposed, She knows claimant has resided from his childhood in the place where he now lives. His father occupied the place in the time of Kamehameha 1st. It was not surrounded by a fence till a long time after. No person has interfered [sic] with this residence there that I am aware of.

Kane, sworn deposed, he knows claimant lived at the place which he claims at the time Rihoriho arrived at this Island. There was no fence around it, except a little stick fence to keep the pigs out. He does not know when the present fence was built. This is all I witness knows.

Kamahihi, sworn deposed, since Lord Paulet was here a difficulty arose between Napahi & Kauwaina in consequence of some women in Kawaina's yard bringing in some foreigners; therefore, Napahi wished to have a fence built between the two yards; and he wished to have the fence run according to a former agreement.

Makaloa, sworn deposed, the first knowledge I have of the premises of kauwaina & Napahi was while Kinau was living. Witness was acquainted with the fact that there was a difficulty between Napahi & those living in the next yard. Those living there were Rum drinkers, and he wished to drive them away. In consequence of that, Kinau & Kekuanaoa decided there should be a fence run between. The fence was commenced where Napahi now wished it to run, but it was not finished.

From the testimony taken June 16, but not rendered in English.

**N.T. 59v1**

No. 22, G. Kauwaina, Claim of Napahi No. 66, Office of the Board of Commissioners Who Quiet Land Titles, Kauwila House, June 16, 1846

Governor M. Kekuanaoa's sworn testimony:

J. Napahi came and told me about his problem with Weloula. He related about Weloula's liquor drinking and prostitution. Weloula was summoned, at which time the complaint was explained to him and a favorable proposal was presented to him. I advised him to separate the property between the two of them and Napahi is still living on the lot just as I had divided (it) but for Kauwaina, I do not know about him.

[Award 66; R.P. 7332; Kapuukolo Honolulu Kona; 1 ap.; .35 Ac.]

## LCA No. 66 to Napahi, Award

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Claim N<sup>o</sup> 66. Napahi. Postponed.

Claim N<sup>o</sup> 67. Benjamin Pitman.

The Claimant is a Hawaiian Subject, resident of Hilo, Hawaii, where this land, "now held and occupied" by him, is situated. It is described by him to be on the land of Pipouua; which land was formerly held by Koolulu, as his Kihapai (cultivated ground) on which he lived many years, and on which some of his children were born and the land now claimed is stated to have been given by Koolulu to the present Claimant, as his Son-in-law for the apparent purpose of forming a mercantile establishment upon it: which Claimant states to have been the representation made by him to Kuakini, Governor of Hawaii, upon application for his permission Confirmation of the grant: upon the receipt of which sanction Kuakini, "acting on and in behalf of H. H. Majesty" the claimant "enclosed the land (as per draught communicated to the Board) and erected a store for general merchandize, dwelling house and other buildings necessary for domestic purposes and business."

The Claimant is represented by two witnesses examined by this Board on 9<sup>th</sup> June 1857, to have taken possession of this land about the year 1838: having previously married the daughter of Koolulu; and to have occupied it permanently to the present time. They also represent the place to be in a highly improved condition since his occupation, and that he has lived upon it undisturbed: no counter claims of right existing in relation to said land.

Koolulu, the Grantor, is stated by one of the witnesses to have originally obtained this land from his Father-in-law in the reign of Pihoriko; and M<sup>r</sup> P<sup>i</sup> states, that he personally knew him to have been resident upon it in 1830; with a fence about

193.

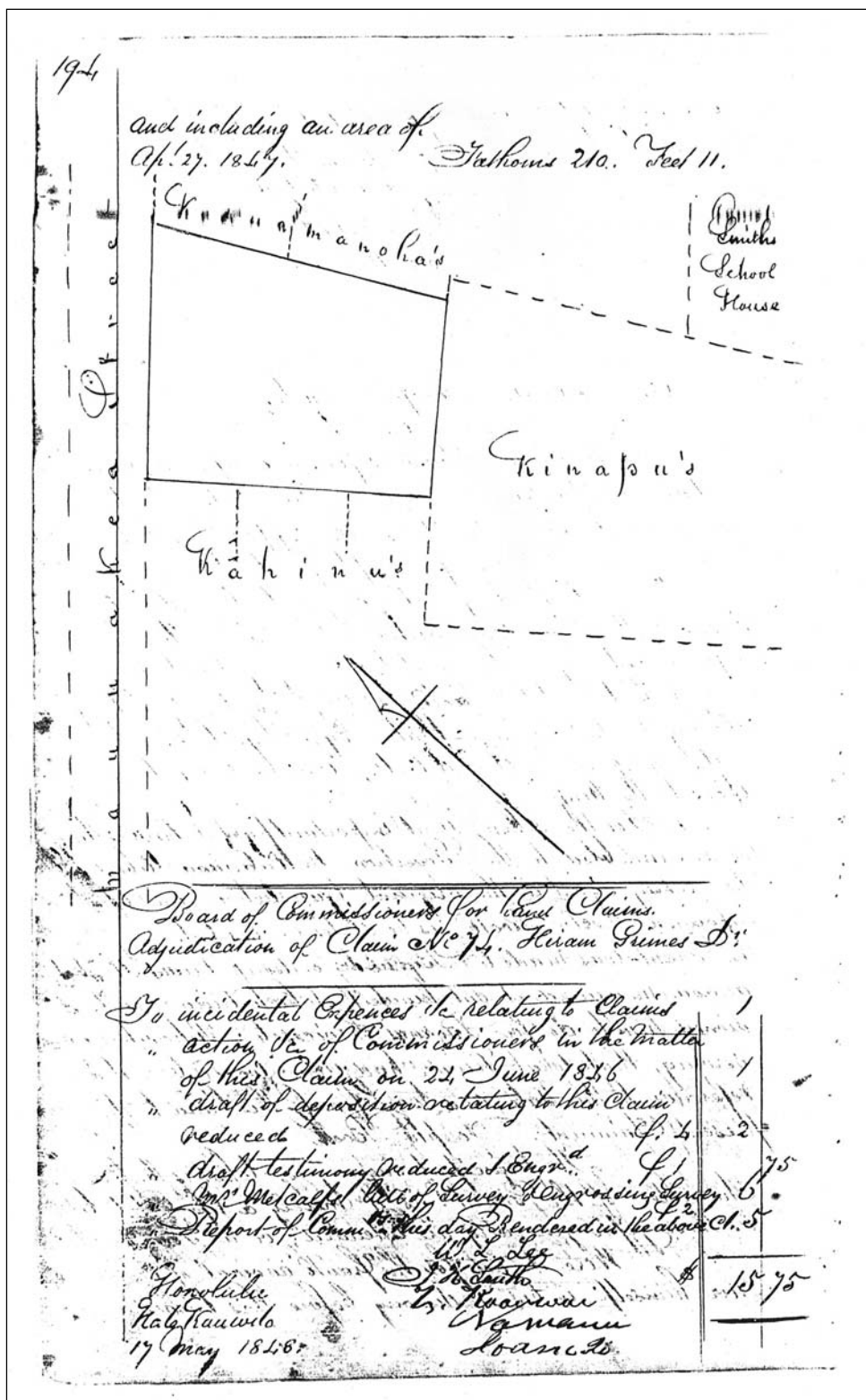
decree of foreclosure ordered this to be sold for satisfaction of the lien. The Sheriff's deed, upon which the claimant relies, accordingly conveys to him, under date of 22<sup>d</sup> November 1844, "All the Right, title & interest or claim, present or expectant, which the said Henry S. Swinton had in the said Premises on the said day of sale, and only subject to the terms of his title therein."

The question arises: What was Henry S. Swinton's title to the Premises; for that, and no other is now to be the Title of the Claimant.


For this we are driven to the Testimony: in which it appears, that Edward Brown bought the premises in 1833 from the Kings Cook, one Bill the baker and having occupied it until September 1839, sold it to Swinton; who occupied, built upon & improved it; until shortly before the foreclosure of the mortgage, in virtue of which the present Claimant purchased.

There exists no evidence of how Bill the baker derived it; but this defect is cured by the first Rule adopted by this Board: the land having been occupied and improved by the previous occupants from 1833 to the present time. We accordingly award it to the Claimant as a Freehold Estate less than allodial - and described by Survey of Mr J. Metcalf as under: -

"Place Called the World's End in Waumaloa-Pili.  
Commencing at N. Corner of this Lot. on S. E. Side of Maunaloa street, joining Lot owned by Kekuamanoa on Maunaloa side, and running S. 27° 45' East 1 Ch. 37 1/2 ft. along Kekuamanoa's place to Lot owned by Kūnapu. The East-Corner of this Lot. Thence S. 53° 45' W 1 Ch. 4 inc. along Kūnapu's place to S. corner of this Lot. Thence N. 38° 30' W. 1 Ch. 28 1/2 ft. along Wahiū's place to Maunaloa Street. Thence South 43° East 1 Ch. 19 1/2 ft. along Maunaloa Street. to place of Commencement. Taking in all surrounding walls



## R. P. No. 7332, LCA No. 66 to Napahi

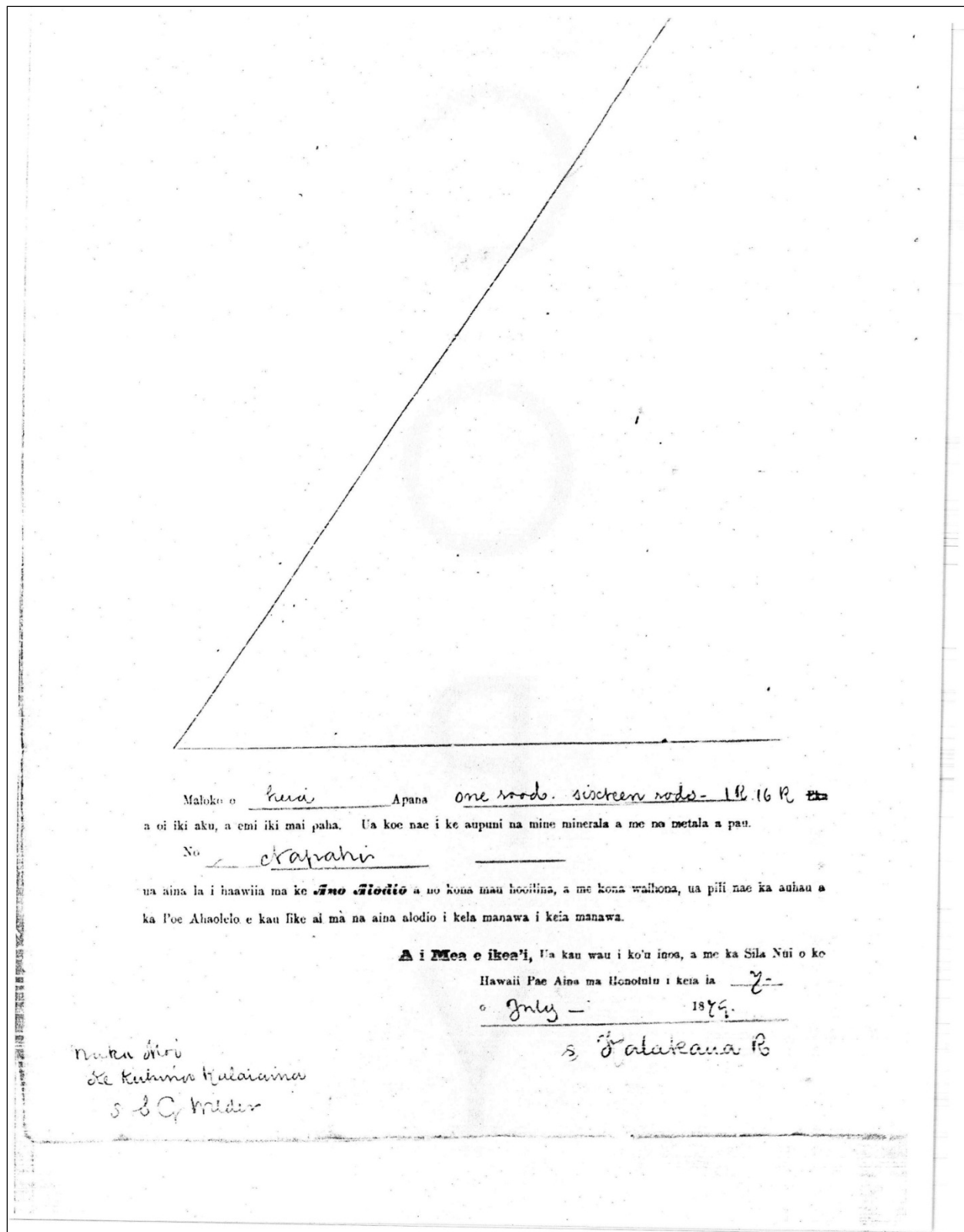

  
 7332  
 HELU 5813.

**PALAPALA SILA NUI.**

A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.


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No ka mea, Ua hooiholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko  
Napahi Kuleana Heli..... 66  
 ma ke ano Kuleana Nui malalo o ke Aho Aloha Iloko o kahi i oleloia malalo, a no ka mea Petero  
 having made proper application to the Minister of Interior for a  
 Royal Patent for the within described land and the Government  
 Commutation thereon amounting to Thirty Three Dols. (33<sup>11</sup>/<sub>100</sub> dollars  
 having been duly paid - Kalakaua  
 Nalaila, na keia Palapala Sila Nui, ke hoike aku nei o Kamakouhi, ke Alii nui a ke Akua i kona  
 lokomaikai i hooholo ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona iho a no kona mau  
 hope Alii ua hoolilo, a ua haawi aku oia ma ke Aho Aloha i  
Napahi  
 i kela wahi a pau loa ma Kapuholu  
 ma ka mokupuni o Oahu ; penei na mokuna,  
Honolulu  
 Ehoomaka ana ma ka liliu kahi ma ke kiki Komohana Oahu  
 hoi o ka pahale o Eahoerahu, a moe aku ka aouanna i ka  
 A. 5°30' E. a holo aku 1 kapa, 14 kapa, 8 inihao, a hiki i ke kiki Komohana  
 Hem o ka pahale o Hanania, huli i ka A. 60° E., a holo aku  
 56 kapa, a hiki i kahi uake o ka pa o Hanania, ma ka aouo  
 Hem hoi o kahi pahale, huli i ka A. 53°00' E., a holo aku i  
 kaulahao i 53 kapa, 4 inihao, a hiki i ke kiki Hiko, Hem o ka pahale  
 o Hanania, huli i ka E. 40° E., a holo aku 1 kaulahao, 9 kapa, 4  
 inihao, a hiki i kahi o kupono ana i ke kiki Hiko. Ak o ka pahale o  
 Eahoerahu ma ka kiki mauka o kahi alama oia i ka liliu  
 pa huli i ka E. 55°30' E. a holo i 1 k. 56 kapa, a hiki i kahi anakee  
 o ka pa o Eahoerahu, alaila huli i kahi i hoimakai i ka 58°30'  
 E. a holo aku 1 kaulahao - 30 kapa - 8 inihao -  
Eia hoi ka ili maloko. 1 Pud. 16 Rodas



## LCA No. 66 F.L. to Kamaala

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Review Cart & Checkout

**DOCUMENT DELIVERY**

**Mahele Database Documents**  
Number: 00066FL

Claim Number:	<b>00066FL</b>		
Claimant:	<b>Kamaala</b>		
Other claimant:			
Other name:			
Island:	<b>Oahu</b>		
District:	<b>Kona</b>		
Ahupuaa:	<b>Honolulu</b>		
Ili:	<b>Kuwili</b>		
Apana:	<b>3</b>	Awarded:	<b>1</b>
Loi:	<b>2</b>	FR:	
Plus:		NR:	<b>748v3</b>
Mala Taro:	<b>0</b>	FT:	
Kula:	<b>0</b>	NT:	<b>297v10</b>
House lot:	<b>1</b>	RP:	<b>2704</b>
Kihapai/Pakanu:	<b>0</b>	Number of Royal Patents:	<b>1</b>
Salt lands:	<b>0</b>	Koele/Poolima:	<b>No</b>
Wauke:	<b>0</b>	Loko:	<b>No</b>
Olona:	<b>0</b>	Lokoia:	<b>Yes</b>
Noni:	<b>0</b>	Fishing Rights:	<b>No</b>
Hala:	<b>0</b>	Sea/Shore/Dunes:	<b>No</b>
Sweet Potatoes:	<b>0</b>	Auwai/Ditch:	<b>No</b>
Irish Potatoes:	<b>0</b>	Other Edifice:	<b>No</b>
Bananas:	<b>0</b>	Spring/Well:	<b>No</b>
Breadfruit:	<b>0</b>	Pigpen:	<b>No</b>

Page 1 of 15

<https://www.walhona.com/purchase.asp>

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Coconut:	0	Road/Path:	No
Coffee:	0	Burial/Graveyard:	No
Oranges:	0	Wall/Fence:	No
Bitter Melon/Gourd:	0	Stream/Muliwai/River:	No
Sugar Cane:	0	Pali:	No
Tobacco:	0	Disease:	No
Koa/Kou Trees:	0	Claimant Died:	No
Other Plants:	0	Other Trees:	0
Other Mammals:	No	Miscellaneous:	

**No. 66 F.L., Kamaala, Honolulu, Oahu, 18 March 1852  
N.R. 748v3**

The Land Commissioners of the Hawaiian Islands, Greetings: Here is my claim in the Fort land at Kuwili, `Ili in Honolulu, Oahu. There are two lo'i and a house lot in three separate parcels. I got these lo`is in the time of Wana, and also the house lot, where I have lived in peace until this time, with no objections. I hereby petition you to quiet title and award my claim. I have a wahine and three keikis.

I am, with thanks,

KAMAALA X, his mark

Witness to the cross: S.P. Kalama

**N.T. 297v10**

No. 66 FL, [Kamaala], Kula [Kuuila], 22 March 1852

Kawelo, sworn, I have seen Kamaala's claim of two patches and a house site section in three sections in the ili land of Kuuila, Honolulu, Oahu.

Section 1 - House site.

Mauka, Kuuili pond

Waikiki, Makai, and and Ewa, The konohiki's pasture [kula].

Section 2 - 1 patch.

Mauka, Waikiki, Hinaiuka's land

Makai, Kamai's land, Keolaloa's land

Ewa, Kamana's land.

Section 3 - 1 patch.

Mauka, Kewa's patch

Waikiki, Konohiki

Makai, Keolaloa's land

Ewa, Kai's land.

Land from Wana, the first konohiki, before the battle of Kauai and he has lived peacefully to the present time.

Hinaiuka, sworn, I have known about this claim just as Kawelo has related in the above.

[Award 66 F.L.; R.P. 2704; Kuwili Honolulu Kona; 3 ap.; 1.18 Acs]

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